



Commission for  
**Communications Regulation**

## Draft Code of Practice

### Premium Rate Services

<b>Document No:</b>	<b>10/92b</b>
<b>Date:</b>	<b>1 December 2010</b>

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## 1 Introduction

This Code of Practice (the Code) has been prepared by ComReg following a public consultation. The Code applies to the provision, content and promotion of Premium Rate Services (PRS).

This Code of Practice represents the third element of the regulatory framework, supplementing the provisions of the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act, 2010 (the Act of 2010) and the Communications Regulation (Licensing of Premium Rate Service) Regulations 2010 (the PRS Regulations). It is published in accordance with Section 15(1) of the Act of 2010 and is required to be followed by PRS Providers with respect to-

- the provision, content and promotion of specified Premium Rate Services, and
- the conditions set for specified PRS under regulations under Section 7 of the Act of 2010

### Legal Basis

The enactment of the Act of 2010 amended ComReg's functions as set out in Section 10 of the Communications Regulation Act, 2002, as amended, (Principal Act), as follows;

- (cb) *to ensure compliance of premium rate service provider with their obligations in relation to the provision, content and promotion of premium rate Premium Rate Services*
- (d) *to carry out investigations into matters relating to-*
  - (i) ...
  - (ii) *the provision, content and promotion of premium rate Premium Rate Services*

The Act of 2010 also amended ComReg's objectives, as set out in Section 12 of the Principal Act, as follows;

- “(d) *to protect the interests of end-users of premium rate Premium Rate Services*”

Section 15 of the Act of 2010 provides

*15.— (1) The Commission shall, following consultations with premium rate service providers, other interested persons and, as it considers relevant, other regulatory bodies in the State, prepare and publish, as soon as is practicable after the appointed day, a code of practice to be followed by premium rate service providers with respect to-*

- (a) *the provision, content and promotion of specified premium rate services, and*

- (b) *the conditions set for specified premium rate services under regulations under section 7.*
- (2) *Before publishing a code of practice or any part of a code of practice, the Commission—*
  - (a) *shall publish in such manner as it considers appropriate a draft of the code of practice or the part of the draft code of practice and shall give premium rate service providers, other interested persons and, as it considers relevant, other regulatory bodies in the State one month from the date of publication of the draft code or the part of the draft code within which to make written representations to the Commission in relation to the draft code or the part of the draft code, or for such further period, not exceeding 2 months, as the Commission in its absolute discretion thinks fit,*
  - (b) *shall, having considered the representations, if any, publish the code or the part of the code with or without modification as the Commission in its absolute discretion thinks fit, and*
  - (c) *where the Commission publishes a code of practice or any part of a code of practice, it shall publish a notice of such publication in the Iris Oifigiúil and that notice shall—*
    - (i). *identify the code,*
    - (ii). *specify the matters concerned in respect of which the code is published, and*
    - (iii). *specify the date on which the code comes into operation.*
- (3) *The Commission may, following consultation with premium rate service providers, other interested persons and, as it considers relevant, other regulatory bodies in the State amend or revoke any code of practice or part of any code of practice prepared and published by it under this section.*
- (4) *Where the Commission amends or revokes a code of practice or any part of a code of practice published under this section, it shall publish notice of the amendment or revocation in the Iris Oifigiúil.*
- (5) *The Commission shall make available for public inspection, without charge, on the Commission’s website on the internet and at its principal office, during normal working hours—*
  - (a) *a copy of each code of practice, and*
  - (b) *where a code of practice has been amended, a copy of the code as so amended.*
- (6) *It is a condition of a premium rate service licence that any code of practice is complied with.*

- (7) *The code of practice in relation to the matters referred to in subsection (1) prepared and published by Regtel on 1 October 2008 continues and is the code of practice until a code of practice replacing it is prepared and published by the Commission under this section.*

### **ComReg's Vision**

ComReg's vision is that end-users of PRS will be as confident and safe in using PRS as in engaging with best practice retail services. ComReg considers that, with end-user confidence in place, industry will benefit as new and innovative services are developed and made available.

ComReg also aims to provide an efficient and impartial redress mechanism that ensures that end-users do not necessarily have to take any legal steps to secure redress. ComReg holds the view that end-users are entitled to have their grievances dealt with as fairly and effectively as possible. It is also recognised that, irrespective of any provisions that ComReg may impose on the PRS industry, end-users must bear a level of responsibility for their own actions and that, to a certain extent, they hold the key to their own protection.

### **Application of the Code**

This Code applies to the content of specified PRS and the PRS Providers who promote, or provide specified PRS, which are accessed by end-users in Ireland, and where:

- (a) the charge for the specified PRS is paid by the end-user of the service directly, or indirectly, to the provider of the electronic communications network, or electronic communications services, and
- (b) the electronic communications network, or electronic communications services, that provides or makes available the specified PRS is located in Ireland.

Compliance with the Code is a condition of PRS licence in accordance with Sections 7(3) and 15(6) of the Act of 2010 and Regulation 5(1) of the PRS Regulations

ComReg recommends that for those PRS providers who operate outside the scope of the regulatory framework, the Code provides a best-practice guide to be observed on a voluntary basis. ComReg will continuously assess the behaviour of PRS Providers and intends to amend the scope of the Code in light of relevant market developments and behaviours.

## 2 Definitions

A word or expression that is used in the Code has, except where the context otherwise requires, the same meaning as it has in the Act of 2010 and the Regulations of 2010.

The following definitions shall apply throughout this Code of Practice:

- 2.1 “**Act of 2010**” means the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010.
- 2.2 “**Authorised Service**” means those categories of specified PRS the provision of which requires a certificate, pursuant to Regulation 7 of the Regulations of 2010.
- 2.3 “**Call**” means any communication (whether voice, data, text or otherwise) which passes through an electronic communications network, whether initiated by an end user or initiated by, or facilitated by, a PRS Provider, and a “caller” shall be construed accordingly.
- 2.4 “**Call to Action**” means the primary mechanism that is used to enable end-users to request or subscribe to the Premium Rate Service being promoted.
- 2.5 “**Certificate**” means a certificate issued by the Commission pursuant to Regulation 5(7) of the Regulations of 2010, which permits a PRS Provider to provide an authorisation service.
- 2.6 “**Chatline Service**” means a Premium Rate Service which consists of, or includes, either:
  - (a) Live Chatline Services - the enabling of more than two persons to simultaneously conduct a telephone conversation with one another without either:
    - (i) each of them having agreed with the other to do so, or
    - (ii) each of them having agreed in advance the respective identities of the other intended participants or the telephone numbers on which they may be called.
  - or
  - (b) Virtual Chatline Services – the enabling of two or more end-users to exchange separate recorded messages while connected to the service. For the avoidance of doubt this includes both voice, text and image messages, and can include Group Chatline Services.
- 2.7 “**Child**” means any person below the age of 18 years.
- 2.8 “**Children’s Service**” means a PRS, which either wholly, or in part, is aimed at or would reasonably be considered as being particularly attractive to children.
- 2.9 “**Code**” means, subject to section 15(7) of the Act of 2010, the Code of Practice for Premium Rate Service Providers as published by the Commission from time to time pursuant to section 15 of the Act of 2010.
- 2.10 “**ComReg**” means the Commission for Communications Regulation.
- 2.11 “**Competition Services**”, for the purposes of the Code include, but are not limited to, the following:

- Lotteries,
  - Competitions,
  - scratch cards or “Letter” type promotions,
  - other games or promotions with prizes,
  - an entry mechanism into a draw, or
  - the provision of information about prizes and how to claim them including details of the claim line number.
- 2.12 “**Contact and Dating Services**” enable people, previously unacquainted, to make initial contact and arrange to meet in person.
- 2.13 “**End-User**” has the meaning assigned to it by section 13(5) by the Act of 2010.
- 2.14 “**Entertainment Services**” means a PRS that is intended to afford pleasure, diversion, or amusement to the end-user. For the avoidance of doubt Entertainment Services include, but are not limited to, Psychic, Tarot and Horoscope Services, “Hoax” or “Windup” Services, Sexual Entertainment Services but excludes those services which only offer advice or information.
- 2.15 “**Facility**” has the meaning assigned to it by the Act of 2010.
- 2.16 “**Group Chatline Services**” are not Live Services but a form of Virtual Chatline Service whereby an end-user may send a message, which is received by all other members of a group and may receive a message response from more than one other member of the group. For the avoidance of doubt this includes voice, text and image messages.
- 2.17 “**Helpline**” means the PRS Provider’s support helpdesk telephone number that can be accessed by end-users or members of the public at no more than the cost of a national call.
- 2.18 “**International Call**” means a call that terminates on an electronic communications network outside Ireland.
- 2.19 “**Internet Dialler Software**” means software that is activated by the end-user and which is configured to replace the dial-up number used by the end user’s computer to connect it to the internet with a different dial-up telephone number.
- 2.20 “**Levy**” means the levy imposed by, and payable to, the Commission under a Levy Order pursuant to section 30 of the Principal Act.
- 2.21 “**Licence**” means a PRS licence issued pursuant to Section 6 of the Act of 2010, and licensed shall be construed accordingly.
- 2.22 “**Live Services**” means a Premium Rate Service involving two-way live speech/communication.
- 2.23 “**Mobile Web Site**” means an Internet-based site designed for use by means of a mobile device, using various communication protocols such as WAP, xHML, HTML, iMode, etc.
- 2.24 “**Multimedia Message Service (MMS)**” means a service that enables the sending and receiving of messages involving a combination of media (including text, sounds, images and/or videos) to MMS-compatible equipment.

- 2.25 “**On-Demand Audiovisual Media Service**” has the meaning assigned to it by Regulation 2 of the European Communities (Audiovisual Media Premium Rate Services) Regulations, 2010 (No. 258 of 2010).
- 2.26 “**Opt-in**” means an arrangement whereby an end-user proactively agrees in advance to receive promotional information about a PRS.
- 2.27 “**Opt-out**” means an arrangement enabling an end-user to inform the relevant PRS Provider that he/she no longer wishes to receive information with regard to a product or service.
- 2.28 “**Premium Rate Number**” means a number that is identified by the distinctive 15XX access code, as provided for in the National Numbering Conventions (currently v6.0 ComReg document 08/02), as amended by the Commission from time to time.
- 2.29 “**Premium Rate Service (“PRS”)**” has the meaning assigned to it by the Act of 2010
- 2.30 “**Premium Rate Service Licence**” has the meaning assigned to it by the Act of 2010.
- 2.31 “**Premium Rate Service Provider**” has the meaning assigned to it by the Act of 2010.
- 2.32 “**Principal Act**” means the Communications Regulation Act 2002, as amended.
- 2.33 “**Programme**” has the meaning assigned to it by Regulation 2 of the European Communities (Audiovisual Media Premium Rate Services) Regulations, 2010 (No. 258 of 2010).
- 2.34 “**Promotion**” means any act or activity where the intent or effect is, either directly or indirectly, to advertise and draw attention to a Premium Rate Service to encourage its use and the term Promotional Material shall be construed accordingly.
- 2.35 “**Quiz Television Service**” means a Premium Rate Service offered during a television programme where the primary purpose of the programme is to encourage end-users to participate in a quiz, draw or competition and where entries or applications are submitted by means of a call.
- 2.36 “**PRS Regulations**” means the Communications Regulation (Licensing of Premium Rate Service) Regulations, 2010 (S.I. No. 338 of 2010).
- 2.37 “**Sexual Entertainment Service**” means a Premium Rate Service:
- (a) of a sexually suggestive nature,
  - (b) of a sexually explicit nature,
  - (c) offering explicit sexual advice, or information, or
  - (d) for which the associated Promotional Material indicates, or implies, that the service is of a sexually suggestive or explicit nature.
- 2.38 “**Shortcode**” means a five-digit number within the range of 50xxx to 59xxx.
- 2.39 “**SMS**” means short messaging service. For the avoidance of doubt, when referred to in the Code, this means a standard text message and excludes an MMS or WAP Push Message.
- 2.40 “**Specified Premium Rate Service**” means a Premium Rate Service which is required to be licensed, under section 6 of the Act of 2010, and in accordance with Regulation 3 of the Regulations.



- 2.41 “**Subscribe**” means an arrangement whereby an end-user agrees in advance to receive and pay for content or a recurring service by means of a PRS.
- 2.42 “**Subscription Service**” means a Premium Rate Service for which a recurring charge is imposed on an end user who has subscribed to, and thereby agreed to receive and pay for, such a service.
- 2.43 “**Text Chat**” services are one-to-one services whereby an end-user communicates by exchanging messages with either another end-user or a person engaged by or on behalf of the PRS Provider. For the avoidance of doubt this includes both text and image messages.
- 2.44 “**Unsolicited Communication**” means a communication to an end-user by electronic means that has not been requested by the end-user.
- 2.45 “**Unsubscribe**” means an arrangement whereby an end-user informs the relevant Service Provider that he/she no longer wishes to subscribe for, or receive content and participate in, a Premium Rate Service.
- 2.46 “**WAP Push**” means a specially formatted message that alerts an end-user of a mobile handset and gives an option to connect to a Mobile Web Site PRS via a URL.
- 2.47 “**URL**” means Uniform Resource Locator which is used as a mechanism to direct an end-user to the address of a web page.

NOTE: For the avoidance of doubt, all Euro (€) amounts specified in this Code are inclusive of Value Added Tax (VAT).

### **3 Provisions Applicable to All PRS**

#### **General Provisions**

- 3.1 ComReg, from time to time, as may be requested, or as it deems necessary, may issue Information Notices (Guidance Notes) to assist in the interpretation of the Code.
- 3.2 If, in the interpretation of the Code, there is a doubt regarding the meaning of any provision, a construction that would promote the protection of end-users shall be preferred to a construction that would not have that effect.
- 3.3 Any PRS that involves the use of telephone numbers and/or short codes must be compliant with the requirements and provisions of the Numbering Convention(s) issued by ComReg, as modified from time to time.
- 3.4 All PRS Providers bear a responsibility for ensuring that the role they play in relation to promotion, provision and content of Premium Rate Services complies with both the general and specific conditions of the Code.
- 3.5 PRS Providers must ensure that all Premium Rate Services are of a sufficient technical quality so as not to cause consumer harm and to ensure compliance with the requirements of the Code.
- 3.6 Where a Premium Rate Service Provider can satisfy ComReg in respect of a particular Service that any requirement of the Code can be adequately met by alternative means, ComReg may give prior written permission for the use of such alternative means. Such permission may be withdrawn, or varied, by notice in the event that ComReg determines that the alternative means have proved inadequate or are causing unanticipated difficulties of a serious nature.

#### **Data Protection**

- 3.7 PRS Providers must establish and maintain adequate procedures to ensure compliance with the Data Protection Acts 1988 and 2003, as amended, the European Communities (Electronic Communications Networks and Services) (Data Protection and Privacy) Regulations 2003 and any guidance or directions issued by the Office of the Data Protection Commissioner in respect of the processing of personal data. If registering with the Data Protection Commissioner, all PRS Providers must in their application:
  - (a) disclose that ComReg may be a potential data user/disclose
  - (b) state that the data may be used by ComReg for regulatory purposes
- 3.8 No PRS Provider must give any undertaking which could preclude any information being given to ComReg in confidence.
- 3.9 PRS which involve the collection of personal information, such as names, addresses and telephone numbers (including calling line identification or caller display information), must make clear to end-users the purpose for which the information is to be used and must provide information to end-users as to how to opt-out of such use.
- 3.10 PRS must identify the data user and any different use to which the personal information might be put and provide the end-user with an opportunity to prevent such usage. End-user data may be used for promotional purposes only if the end-user has opted-in to the promotion and the Service being promoted is one that the end-user

would reasonably have expected to receive based on information available at the time of the opt-in.

- 3.11 On receipt of each and every promotion by electronic means, end-users must be provided with a free or low cost (no more than standard network charges) means of opting-out of receiving further promotions by using the same, or similar, communication methods to that employed to deliver the promotion.
- 3.12 In the course of an investigation ComReg may require from the PRS Provider complete details of an end-user's premium rate telephone record, including the date the end-user subscribed for a PRS or "Opted-In" for information or Promotional Material. This information must be provided in a non-binary format to ComReg on request.
- 3.13 All information supplied to ComReg in confidence will be treated as confidential, save as otherwise provided in this Code, and will only be disclosed in accordance with the law.

### **Legality**

- 3.14 All PRS and Promotional Material must comply with the law and must not contain or promote anything which is in breach of the law, nor omit anything which the law requires to be included.
- 3.15 All PRS and Promotional Material must not facilitate or encourage anything which is in any way unlawful.
- 3.16 If, at any time, ComReg becomes concerned with regard to the legality of a PRS or a proposed PRS or its promotion, ComReg may require the PRS Provider to obtain a legal opinion with regard to the matter at issue, or approval from a relevant regulatory body.

### **Decency**

- 3.17 PRS and Promotional Material must not:
  - (a) contain material indicating or depicting violence, sadism or cruelty, or be of a repulsive or horrible nature
  - (b) involve the use of foul or obscene language, or
  - (c) contain sexually explicit language or images unless provided in accordance with the provisions of Sections 4 and 6 of the Code relating to Sexual Entertainment Services
- 3.18 PRS and Promotional Material must not, or must not be likely to:
  - (a) result in any unreasonable invasion of privacy
  - (b) induce fear or anxiety
  - (c) encourage or incite any person to engage in harmful or dangerous practices or to use dangerous substances
  - (d) permit, induce or promote disharmony or discrimination on the basis of gender, marital status, family status, sexual orientation, race, national origin, religion, age, disability or membership of the travelling community
  - (e) cause grave or widespread offence

- (f) use subliminal messaging as a form of promotion or content delivery

## **Honesty**

3.19 PRS and Promotional Material must not:

- (a) seek to take unfair advantage of any characteristic, or circumstance, which may make end-users vulnerable or otherwise encourage end-users to make calls or incur costs which, in quantum or duration, may be considered to be unreasonable or excessive
- (b) infer that future events may be predicted other than as a matter of opinion or as widely accepted scientific practice
- (c) be of a kind which is likely to mislead by inaccuracy, ambiguity, exaggeration, omission or otherwise or which obscures or conceals the real nature and cost of the service to the end-user
- (d) be promoted or presented in such a way as to obscure relevant terms of the Service through the use of abbreviations or the linking, without spacing, of words, numbers or characters (linked or joined text), or
- (e) purport to make contact with deceased persons

## **Avoidance of Harm**

3.20 PRS must contain only information which is given in good faith and which is reasonably believed by the PRS Provider at the time it is delivered to the end-user to be correct and up to date and it must be made clear to end-users when time-sensitive information was last updated.

3.21 PRS Providers must ensure that all information relating to a PRS is provided in a consistent manner throughout the promotion and provision of the PRS.

3.22 PRS must not be of a nature which encourages calls that have been not authorised by the person who is liable to pay the bill.

3.23 PRS Providers must take all reasonable steps to ensure that Promotional Material, and the PRS it promotes, does not reach those for whom the PRS concerned might be regarded as inappropriate

3.24 Any PRS aimed at persons 18 year and over must carry an age warning to the effect: *“This service is only intended for those over 18 years of age”*.

3.25 End-users must not be charged at a premium rate in respect of PRS, or parts thereof, that deliver a “busy tone” or “silence” prior to connection to the requested PRS or in respect of a PRS which is unavailable to them. Similarly, end-users must not be charged for the receipt of error messages.

## **Due Diligence**

3.26 PRS Providers must take all reasonable steps in the context of their roles to ensure that the provisions of the Code are complied with in respect of any PRS with which they are concerned.

3.27 PRS Providers must ensure that their contractual partners, for the purposes of promotion or providing PRS, are made aware of ComReg’s role in the regulation of PRS, the requirement to be licensed and the requirement to adhere to the Code.

- 3.28 Where ComReg has amended the licence of a PRS Provider, in accordance with Section 10 of the Act of 2010, PRS Providers who are contracted with the PRS Provider, whose licence has been amended, should ensure that they take such action as may be required to comply with the provisions resulting from the amendment to the licence.
- 3.29 All PRS Providers should take action to ensure that their contractual partners quickly address any issues that are identified and breach the provision(s) of the Code.

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## 4 Promotion of Premium Rate Services

### General

- 4.1 ComReg reserves the right to issue directions to PRS Providers with regard to the text or content of Promotional Material with a view to protecting the interests of end-users (including in particular, but without limitation, the interests of children) and PRS Providers must comply with such directions. Any such directions will be consistent with this Code and will specify the relevant provision of the Code.
- 4.2 Promotional Material must not mislead or be likely to mislead, or take unfair advantage of any characteristic or circumstance which may make end-users vulnerable. All applicable limitations and major conditions must be brought to the attention of end-users, within the Promotional Material, and must include:
- (a) where applicable, the fact that the PRS Provider will link end-user consent to the use of personal data for marketing purposes with the end-user's use of the PRS and how to opt-out of receiving future Promotional Material and the underlying database, or
  - (b) where applicable, any costs, additional to the cost of the service, relating to delivery charges.

Misleading advertising means any advertising which may in any way, including its presentation, deceive or be likely to deceive the persons it reaches or to whom it is addressed in respect of the cost and/or nature of the PRS.

- 4.3 All promotions must be clear, legible, audible if spoken, not require close scrutiny in order to ascertain their nature nor mask important conditions.

### Visual Display Requirements

- 4.4 PRS Providers, in all promotions, must include in a clear, prominent and intelligible manner the following required information:
- (a) the name and description of the PRS
  - (b) the identity and contact details of the Service Provider to ensure that end-users can contact them directly. Such information must include:
    - (i) company trade or business name
    - (ii) an Irish helpline telephone number priced at national rate, or below
  - (c) All costs inclusive of VAT associated with the PRS, including:
    - (i). any sign-up cost
    - (ii). whether data download charges apply and the size of the download
    - (iii). that it is a Subscription Service, where relevant
    - (iv). the charge per period and that charge period
    - (v). the minimum number of messages required to complete the transaction
    - (vi). the duration of any "free" or discounted period
  - (d) any age restrictions
  - (e) technical requirements or limitations

- (f) any disclaimers or conditions qualifying the nature or availability of the PRS, and
  - (g) any necessary information about the arrangements for delivery of any product or service and/or performance of any service
- 4.5 PRS Providers must ensure that all required information, as per Section 4.4 above, in a promotion is:
- (a) part of the visual promotion, if the PRS is promoted on TV or online, and
  - (b) clear and prominent, taking account of the advertising medium and the intended audience
- 4.6 PRS providers are responsible for ensuring that all visual promotions are broadcast, or published, in a format that does not result in required information being lost due to cropping, or rendered illegible, due to resizing or reformatting.
- 4.7 The required information to be provided by PRS providers under the provisions of this Code must appear:
- (a) in a minimum of 9 point for all printed promotions
  - (b) in text which contrasts sufficiently in colour with its background to enable it to be clearly read
  - (c) on the landing page for all Internet promotions and be viewable, without scrolling, at a resolution of 1024x768, and
  - (d) at the top of the landing page for all mobile internet promotions
- 4.8 Promotional Material that is written, and textual pricing information, must be prominent, legible, and horizontal and presented in a way that does not require close scrutiny. As such, pricing information must be:
- (a) displayed prominently in the body of the promotion, and
  - (b) in close proximity, by being placed immediately beside or underneath the call to action, of a size that is at least 75% of the call to action

### **Spoken Requirements**

- 4.9 PRS providers must ensure that the following required information is spoken as part of any promotion on radio, television or any other audio visual promotion:
- (a) the name and description of the PRS
  - (b) all costs including VAT associated with the PRS, including:
    - (i). any sign-up cost
    - (ii). whether data download charges apply and the size of the download
    - (iii). that it is a Subscription Service, where relevant
    - (iv). the charge per period and that charge period
    - (v). the minimum number of messages required to complete the transaction
    - (vi). the duration of the "free" period
  - (c) any age restrictions

- (d) technical requirements or limitations
  - (e) any disclaimers, and
  - (f) any necessary information about the arrangements for delivery of any product or service and/or performance of any service
- 4.10 Spoken pricing information must be easily audible, discernible and easily understood and must not;
- (a) be obscured, masked or otherwise disguised by use of music, sound effects or similar methods, or
  - (b) be hurried or presented in such a way that it is not clearly associated with the PRS being promoted

### **Use of the Term “Free”**

- 4.11 No PRS may be promoted as being “free” if it involves any charge whatsoever to an end-user other than a delivery charge (not being a Premium Rate Charge) which is unambiguously and clearly disclosed to the end-user. For the avoidance of doubt no product or service may be described as “free” if it is obtainable only by the use of a PRS involving a charge to an end-user.
- 4.12 Bonus or incentive offers to encourage participation in a PRS, which require the consumer to enter the PRS in order to obtain them, thereby incurring a charge, may not be described, or promoted, as “free”.
- 4.13 Where the word “free” is used to promote a PRS with an initial free entry or free trial period, then the PRS Provider must ensure that:
- (a) the “free” Service is not subject to any charge, fee or cost, other than standard network charges,
  - (b) the duration of the “free” period or any other elements that are referred to as “free” are clearly identified in all promotional material, including in any messages that may be sent to the end-user,
  - (c) any conditions or limitations that qualify the offer are clearly and unambiguously stated,
  - (d) in respect of Mobile PRS, at the end of any free trial period, or where the end-user has already availed of a free entry, and prior to commencement of charging, end-users must be sent a free, standard SMS, which does not contain any WAP or Mobile Internet links, to their mobile phone advising them:
    - (i). of the impending charges for the PRS, including the amount and frequency of charging
    - (ii). of the Service Provider’s name and Helpline telephone number, and
    - (iii). that they must provide positive confirmation of their acceptance of the impending charges by texting ‘AGREE’ to a designated short code number



### **Promotions by SMS, MMS or WAP**

- 4.14 Promotional messages delivered to an end-user’s mobile handset must be clearly distinguishable from subscription confirmation messages, charged messages as part of the subscription, subscription spend reminder messages and unsubscribe confirmation messages.
- 4.15 Promotional messages sent to an end-user’s mobile handset must not attract any charge to the end-user. Such Promotional Material must be clearly differentiated from charged messages by the inclusion of the term “Free Message” or “Free Msg” in the message header, or by commencing the body of the message with the term “Free Message” or “Free Msg”.
- 4.16 All PRS Providers that send promotional messages to an end-user’s mobile handset by SMS or MMS must ensure that the following information is included clearly in the body of all such promotional messages are:
- (a) the name and description of the PRS
  - (b) the identity and contact details of the Service Provider so that end-users can contact them directly. Such information must include:
    - (i). company trade or business name
    - (ii). an Irish helpline telephone number priced at national rate, or below
    - (iii). whether data download charges apply and the size of the download
    - (iv). all costs including VAT, associated with the PRS
  - (c) the total cost of the PRS including any sign-up cost
  - (d) where relevant, that it is a Subscription Service and the name of the service
  - (e) the charge per period and the relevant charge period
  - (f) any age restrictions, and
  - (g) the information by which the recipient may opt out of receiving future promotions by texting “STOP” to a Short Code, and the Short Code to which it must be sent if that Short Code is different to the Short Code used for the delivery of the promotional message
- 4.17 Where promotions are delivered to an end-user’s mobile phone via WAP Push message, PRS Providers will ensure that:
- (a) the provisions of Sections 4.15 and 4.16 above are contained in the body of the message
  - (b) any website linked to such a WAP Push Message includes a link enabling the Customer to opt-out of future promotions, and
  - (c) WAP Push Messages are recorded in a call log in clear text format to facilitate the easy reading of the content of the message

### **Promotional Provisions for Premium Rate Subscription Services**

4.18 In addition to the provisions required of all PRS, promotional material for Subscription Services must clearly state:

- (a) a description of the Subscription Service, to include the specific PRS name that will permit end-users to identify the PRS (and such name is to be used consistently through all promotions and delivery of the service)
- (b) the words “*Subscription*” or “*Subscription Service*”
- (c) information on how to unsubscribe using only the word “STOP” except where the promotion is via SMS or MMS in which case the provisions of Section 4.16(g) above shall apply

4.19 PRS Providers must ensure that the words, “*Subscription*” or “*Subscription Service*” and the name of the service are clearly provided:

- (a) in the case of promotions on television or online:
  - (i) at the top of the screen in a prominent, highly visible and stationary manner in font at least 50% of the size of the Call to Action, and
  - (ii) in the voice-over for the promotion
- (b) in the case of online promotions or promotions in print:
  - (i) in the main body of the advertisement in a prominent and highly visible manner and not part of the promotion footer, and
  - (ii) in a font at least 50% of the size of the Call to Action
- (c) in voice-overs for radio and IVR promotions

### **Additional Requirements for Promotions of Specific Categories of Services**

In addition to the other provisions of this Section, the following requirements should be addressed:

#### **4.20 Sexual Entertainment Services**

Promotions for Sexual Entertainment Services must:

- (a) not appear in publications intended for children or in publications which are unsolicited (e.g. free distribution newspapers)
- (b) be in context with the media in which they appear. The content of a service should not be contrary to the reasonable expectations of those responding to the promotion

#### **4.21 Text Chat, Chatline and Contact and Dating Services**

Advertisements or other Promotional Material for Text Chat, Chatline, Virtual Chat (including Group Chat) or Contact and Dating Services must:

- (a) contain the appropriate communication to the effect that the service is available only to those over 18 years of age
- (b) not contain copy, photographs or illustrations of a sexually suggestive or explicit nature and must not appear in publications of a sexually suggestive or explicit nature unless it is a Sexual Entertainment Service

- (c) in the case of Virtual Chatline (including Group Chatline) Services, shall not use the term "live" nor imply that "people are live on line" nor that "instant contacts" can be made, and
- (d) in the case of Group Chatline Services, ensure that end-users are informed, before they are admitted to a Group Chat service, of the number of messages that they are likely to receive and the price per message received

#### 4.22 Competitions

On the front of all Promotional Material in respect of competitions (other than promotional mobile SMS messages where a character limit applies) it must clearly state and prominently display any information which is likely to affect a decision to participate and, in particular, include:

- (a) the closing date, indicating any specific time of entry closure
- (b) any material terms and conditions, including any restriction on the number of entries or prizes to be won, in total and per individual
- (c) an accurate and clear description of prizes, including the number of major prizes
- (d) any material age, geographical or other eligibility restrictions
- (e) any costs which an end-user would not normally expect to pay in conjunction with, or so as to be eligible to receive a prize, including the cost of a phone call
- (f) any requirement that the end-user participate in any market research (e.g. questionnaire or surveys) or promotional activity, and
- (g) if the PRS provider of the Competition Service intends for participants in the service to become involved in further promotions, including the use of their names and addresses, whether these promotions are connected with the competition or not

Competition Services which are likely to be repeated, or rebroadcast after the competition is closed must clearly state that this is the case and that the entry mechanism is not open to use by end-users or must clearly state the opening and closing date and time of the competition and that calling outside those times will incur a charge

#### 4.23 Live Entertainment Services

The requirement to record conversations in respect of the promotion of Live Entertainment Services must be stated clearly in the Promotional Material.

#### 4.24 Children's Services

Promotional Material for Children's Services, must:

- (a) clearly state that the PRS should only be used with the agreement of the person responsible for paying the bill

- (b) not appear in any publication or medium including, or be placed proximate to or in association with, copy or artwork that is of a sexually explicit or sexually suggestive nature
- (c) not contain anything which is likely to result in harm to children or which exploits their credulity, lack of experience or sense of loyalty
- (d) not involve an invasion of privacy of any child, and
- (e) not promote the excessive use of PRS, (for example, by encouraging children to purchase other PRS or repeatedly use the same PRS)

#### 4.25 **Services for the Benefit of Charitable Organisations**

Providers of PRS intended to raise funds for charitable organisations must ensure that all promotional material states the following:

- (a) the identity of the beneficiary, including the registered charity number
- (b) the total cost of the call to the end-user and the minimum amount to be paid to the beneficiary, and
- (c) any conditions, restrictions or limitations that are attached to the contribution from the end-user being made to the stated beneficiary

#### **Retention of Data**

4.26 In addition to the PRS Providers obligations to maintain a register pursuant to Regulation 10 of the Regulations of 2010, for the time period that an end-user remains on a direct marketing database, PRS Providers must retain records of:

- (a) the end-user opting into the direct marketing database
- (b) the end-user subscribing to a Subscription Service, and
- (c) the sending and receiving number, and the date, time and content, of direct marketing promotions

4.27 In the case of Promotions, including direct marketing promotions, PRS Providers must retain records of the Promotional Material for a minimum of 12 months and make them available to ComReg on request. The records retained must include:

- (a) the content of the promotion, and
- (b) the date and time when the promotion was sent and/or published

## 5 Price Information

- 5.1 PRS Providers must ensure that, in the case of all PRS:
- (a) end-users are fully informed in a transparent and clear manner of the cost of using a PRS prior to incurring any charge and have the ability to exit from the PRS at that point without incurring any charges
  - (b) all published call charges and prices are inclusive of VAT
  - (c) all call charges (inclusive of VAT) are prominently displayed and clearly stated where required
  - (d) prices are noted in the form of:
    - (i). numerical price per minute (inclusive of VAT) for time based/charged services, or
    - (ii). the total cost to the end-user (inclusive of VAT) per call-charged services
    - (iii). in relation to competitions, either the price per entry, or the price per minute and minimum duration of the call, is prominently displayed and clearly stated where required
  - (e) the required pricing information for voice services states that calls from networks other than eircom may vary and calls from mobiles normally cost more, and
  - (f) values in Euro must include the Euro symbol (€) where possible and where that is not possible must use the word “EUR” or “Euro”. Prices in cent must be presented as “€0.XX”, “EUR 0.XX” or “Euro 0.XX”
- 5.2 Pricing information must be provided to end-users without the end-user having to incur a premium rate charge.
- 5.3 In the case of promotions transmitted on television, on websites, or in other audio-visual-format, the pricing information must be spoken as well as visually displayed.

## 6 Provision of Premium Rate Services

### General

- 6.1 All PRS must not be unreasonably prolonged or delayed or otherwise provided so as to cause the end-user to incur unnecessary costs.
- 6.2 All informational or instructional messages necessary to obtain access to a Service, and provided separately to the Service, must be available free-of-charge to an end-user.
- 6.3 PRS Providers must ensure that where required:
  - (a) appropriate measures are in place to prevent unauthorised access by those under 18 years of age to the PRS, and
  - (b) they have adequate monitoring arrangements, and appropriately trained staff to carry out such monitoring in order to prevent unauthorised access to those under 18 years of age to the PRS

### Spend Limits

- 6.4 Where there is a requirement that a call is to terminate at the expiration of a fixed period of time or charge, the PRS Provider must effect termination within the time or monetary limit so fixed.
- 6.5 Except where otherwise provided for in the Code, all end-users of PRS that are accessed and/or charged by a premium rate number must be notified as soon as possible, on spending €30\*, and be required to actively confirm that they wish to continue the call, and the call must be terminated after the end-user has spent €60. End-users may then call a service back at this point, should they wish to continue using it. For the avoidance of doubt, where a PRS is operating on a number that costs €1 per minute, the call must be terminated at 60 minutes; 40-minute termination at €1.50 per minute; and so on.

*\*Please note: any additional network charges that may be added on to the per minute charge of the call outside the control of the PRS Provider are not included as part of this rule and are not, therefore, something that PRS Providers are considered to be responsible for under the Code.*

- 6.6 Except where otherwise provided for in this Code, for all end-users of PRS that are accessed, and/or charged other than by a premium rate number, PRS providers must ensure that:
  - (a) where end-users have spent €20 on a particular PRS, and after each €20 spend interval, thereafter, the end-user is informed of the costs that they have incurred in the service by receiving an expenditure update and, if it is a Subscription Service, the end-user is required to positively confirm that they wish to continue subscribing to the service
  - (b) Expenditure updates must:
    - (i). be a standard SMS
    - (ii). commence with the phrase “Free Message” or “Free Msg” in the SMS header or as the first words in the body of the text
    - (iii). not contain any links or Promotional Material
    - (iv). inform the end-user that they have incurred €20 in call charges

- (v). give information on the reason for incurring the charges by providing the name of the PRS and the short code
- (vi). if relevant, explain how to opt out of receiving Promotional Material, and
- (vii). in the case of Subscription Services, provide details of how to continue/renew the subscription

#### 6.7 **Competition Services**

Competition Services must not cost more than €12 per entry.

#### 6.8 **Children's Services**

Children's Services must cost no more than:

- (a) €5 total per single call, or transaction, and must be terminated by forced release, or
- (b) €10 per month

#### 6.9 **Internet Dialler Software**

Providers of PRS that are accessed via Internet Dialler Software must ensure that the service does not cost more than €30 per call or session and must terminate by forced release when the end-user has incurred that cost.

### **Short Code and Proprietary (On-Portal) PRS (excluding Subscription Services)**

6.10 When a PRS, which is not a Subscription Service, is provided by:

- (a) SMS or MMS, the PRS Provider must ensure that the short code of the service is displayed as the sender information
- (b) WAP, the PRS Provider must ensure that the short code of the service is the first information contained in the body of the message
- (c) a proprietary network ("on-portal") service, the PRS Provider must ensure that the name and Helpline number of the PRS Provider is provided as part of the service

#### 6.11 **Services which charge per Image, per Page or per Video viewed**

If end-users are charged:

- (a) to view each page on a mobile website then:
  - (i). if the page contains more than one image or segment of video footage, the PRS Provider is required to clearly inform end-users, prior to them incurring any cost, of the charges that apply for viewing that page, and
  - (ii). end-users must not be charged a second time for viewing pages that they have already paid for as they navigate through the website
- (b) to view each image or segment of video, then the PRS Provider is required to clearly inform end-users, prior to them incurring any cost, of the charges that apply for viewing each image or video segment

### 6.12 One-Off Transactions

If an end-user requests to purchase a PRS, that is not a Subscription Service, the PRS provider must send a purchase confirmation message to the end-user's mobile handset. The information must be sent as a standard SMS and should contain the information required for the Purchase Confirmation Message.

### 6.13 Purchase Confirmation Message

The Purchase Confirmation Message referred to in Section 6.12 must not contain any links or Promotional Material and must clearly:

- (a) where appropriate\*, contain the phrase "Free Message" or "Free Msg" in the SMS header or as the first words in the body of the text
- (b) include the name and description of the PRS
- (c) state the cost of the purchase
- (d) include the name of the PRS Provider and their helpline, and
- (e) only be sent once in relation to each end-user request to purchase, unless the PRS provider is informed by the end-user's mobile network operator that there has been a delivery failure, in which case the PRS Provider may resend the purchase confirmation message

*\*Where billing messages are not required for the delivery of the goods or service, then these messages can be used as the Purchase Confirmation Message and therefore will not be free to the end-user.*

### Subscription Services

6.14 When an end-user requests to subscribe to a Subscription Service, and prior to an end-user incurring any charges, the PRS provider must send a standard, dedicated, SMS Subscription Request Message, as set out in Section 6.16 below, to the nominated mobile phone number, at no charge to the end-user.

6.15 Sign-Up Fees – if an end-user is charged a sign-up fee to subscribe to a PRS, then this charge must be considered to be all, or a portion, of the costs for the initial charge period. For the avoidance of doubt end-users cannot incur sign-up fees until they have positively opted in to the PRS as per Section 6.18.

6.16 A Subscription Request Message must not contain any links or Promotional Material and must clearly:

- (a) commence with the phrase "Free Message" or "Free Msg" in the SMS header, or as the first words in the body of the text
- (b) include a description of the Subscription Service to include the PRS name that will allow end-users to identify the PRS, which should be the name used consistently through all promotions and delivery of the service
- (c) provide an age warning, where appropriate
- (d) include any sign-up cost
- (e) include the basis for calculating charges, including any:
  - (i) charges for each message received



- (ii). charges for each message sent, and
- (iii). charge per charge period and the relevant charge period
- (f) instruct the end-user to send a plain dedicated SMS, with a KEYWORD, to a particular short code in order to subscribe, and
- (g) follow the format of the example provided below:

***SUBSCRIPTION REQUEST MESSAGE***

***To subscribe to [name of service and optional description] for [sing-up cost] and [cost of service in €] per [billing frequency - message received/time] and confirm that you are over 18 yrs, text AGREE [or other unique keyword for the service] to Short Code 5XXXX.***

6.17 Immediately on subscribing to a Subscription Service, the PRS provider must send a standard, dedicated, SMS Subscription Confirmation Message to the mobile phone number that sent the subscription message at no charge to the end-user.

6.18 A Subscription Confirmation Message must not contain any links or Promotional Material and must clearly:

- (a) commence with the phrase "Free Message" or "Free Msg" in the SMS header or as the first words in the body of the text
- (b) Confirm that the customer has entered into a Subscription Service
- (c) include the name of the Subscription Service
- (d) include details of the PRS Provider's helpline
- (e) include any sign-up cost
- (f) include the basis for calculating charges including any:
  - (i). charges for each message received
  - (ii). charges for each message sent, and
  - (iii). charge per charge period and that charge period
- (g) details of how to unsubscribe from the service by sending/replying "STOP" to the short code which is used to charge end-users of the service, and
- (h) follow the format of the example provided below:

***SUBSCRIPTION CONFIRMATION MESSAGE***

***You have subscribed to [name of service and optional description] for [sing-up costs] and [cost of service in €] per [billing frequency - message received/time] until you send STOP to [originating service short code]. Helpline [not more than national rate phone number].***

6.19 **Subscription Services delivered via WAP**

All messages must clearly state, in the following order:

- (a) the short code for the service
- (b) a description of what the link contains
- (c) the name of the Subscription Service, and
- (d) details of the PRS Provider’s Helpline

#### 6.20 Expenditure Updates for Subscription Services

In accordance with Section 6.6, the Expenditure Update Message for Subscription Services must follow the format below:

*SUBSCRIPTION EXPENDITURE UPDATE MESSAGE*

*You are subscribed to [name of service and optional description] for [cost of service in €] per [billing frequency - message received/time] and have spent [€20/€40/€60 etc.]. To continue, text AGREE[or other unique keyword for the service] to short code 5XXXX. Helpline number [not more than national rate phone number].*

#### 6.21 Failed Delivery Messages

If a reverse-billed Premium Rate message fails to deliver to an end-user, irrespective of whether the message is related to a Subscription Service or not, the PRS Provider must not:

- (a) charge the end-user for that failed message, and
- (b) make more than two (2) further attempts to send the message within each seven (7) day period or within the current charge period, if that is less than seven (7) days.

#### 6.22 Unsubscribing

A PRS Provider must permit an end-user to unsubscribe from a Subscription Service at any time without incurring further premium rate charges and must not:

- (a) suggest otherwise, or
- (b) advertise or operate a Subscription Service with a minimum subscription period

6.23 PRS Providers must provide the end-user with the opportunity and information on how to unsubscribe from the service and opt-out of associated marketing messages by texting the word “STOP” to the short code contained in the messages sent as part of a Subscription Service. The short code used to unsubscribe from the service must be consistent through promotions, subscription requests, reminders, etc.

6.24 Where an end-user texts the word “STOP” to unsubscribe from a Subscription Service, the PRS Provider must cease charging and cease the provision of the PRS to the end-user with immediate effect. The word “STOP”, used to unsubscribe from a Subscription Service and must be effective without being case sensitive.

6.25 A PRS Provider must treat any message sent to a short code containing the word "stop" (other than a message sent as part of a Text Chat or Virtual Chatline Service where the word "stop" appears in combination with other words in the ongoing dialogue between the participants of the PRS) as a "STOP" Message for that Short Code.

#### 6.26 Multiple Subscription Services

If an end-user is subscribed to more than one PRS on a single short code and sends the "STOP" command to the short code, the end-user must be unsubscribed from all Subscription Services on that short code, unless the end-user provides clarification of their intentions regarding the specific PRS they wish to unsubscribe from. PRS Providers can afford the end-user the opportunity to clarify their intention by sending a message to the end-user. This message must not contain any Promotional Material and must:

- (a) not cost the end-user
- (b) commence with the phrase "Free Message" or "Free Msg" in the message header or as the first words in the body of the text
- (c) confirm that the end-user is subscribed to multiple Subscription Service on the short code
- (d) include the names of the Subscription Services
- (e) include details of how to unsubscribe from the each individual service by sending "STOP" and a KEYWORD to a short code
- (f) include details of how to unsubscribe from all services on the short code, and
- (g) follow the format of the example provided below:

***UNSUBSCRIBE FREE CLARIFICATION MESSAGE***

***U are subscribed to more than 1 service. To stop [name of service] text STOP [keyword], to stop [name of 2nd service] text STOP [2nd keyword] [this format continues to identify the service to which the end-user is subscribed], to stop all services text STOP ALL to 5XXXX***

6.27 The end-user should not be charged for any service until they have texted a reply to confirm their intent. If no reply is received by the PRS Provider within 24 hours the end-user should be unsubscribed from all services on that Short Code to which they are subscribed.

6.28 The PRS Provider, on receipt of a "STOP" instruction from an end-user must, within 24 hours, send a free, standard SMS information message to the end-user acknowledging receipt of the unsubscribe instruction and confirming the fact that it has been acted on. The cost of unsubscribing from the PRS must be no more than a standard SMS charge and must:

- (a) commence with the phrase "Free Message" or "Free Msg" in the SMS header or as the first words in the body of the text, and only

- (b) include confirmation that the end-user has unsubscribed from the Subscription Service or Services, and
- (c) state if the end-user will still receive messages or access that the end-user has already paid for as set out in 6.29 below

#### **6.29 Content Already Paid For**

Where an end-user requests to unsubscribe from a Subscription Service and the end-user has already paid for content, the PRS provider may continue to send messages to the end-user, however those messages must include the term “Free Message” or “Free Msg” either in the message header or the first characters in the body of the message.

- 6.30 PRS Providers must not raise a premium rate charge to provide information about a Subscription Service or its availability. A Premium Rate charge may only be raised when the Subscription Service itself has been requested by, confirmed and delivered to an end-user.
- 6.31 Each Subscription Service must be a stand-alone service and cannot be the cause of end-users incurring any additional charges to those that were provided to the end-user in the promotional material for the service and set out in the subscription request message.
- 6.32 End-users cannot be subscribed to the same PRS more than once. For the avoidance of doubt, PRS providers must ensure that end-users cannot subscribe to the same PRS via different entry mechanisms.
- 6.33 PRS Providers must not cause an end-user to be subscribed to multiple PRS when they respond to a single keyword or call to action.
- 6.34 All messages sent and received by end-users must be stored by the PRS Provider for a period of six months from the date of the message and must be made available to ComReg on request.
- 6.35 Joke, “Wind-up” and Hoax Services must provide an introductory message advising the person called when a PRS is for entertainment purposes.
- 6.36 For the purpose of the Code, Psychic, Tarot, Horoscope or other similar PRS are deemed to be Entertainment Services. All Promotional Material must clearly indicate that these PRS are classified as Entertainment Services. End-users, on accessing these PRS, must be informed that they are Entertainment Services.

#### **Competition Services**

- 6.37 Competition Services may be the subject of legal or regulatory restrictions and ComReg reserves the right to require PRS Providers to secure legal or regulatory approval for that purpose.
- 6.38 The following information must also be made readily available to ComReg and the end-user, free of charge on request and, if not contained in the original Promotional Material, details as to where it can be obtained must be stated including:
  - (a) how and when prize-winners will be notified
  - (b) how prize winner information may be obtained
  - (c) any criteria for judging entries

- (d) any alternative prize that is available, and
- (e) a full set of rules

6.39 Competition Services must have a closing date, except where there are instant prizes. An insufficient number of entries or entries of inadequate quality are not acceptable reasons for changing the closing date of a competition or withholding prizes.

6.40 Competition Services and Promotional Material must not:

- (a) use words such as “win” or “prize” to describe items offered to all or a substantial majority of, participants
- (b) exaggerate the chance of winning a prize
- (c) suggest that winning a prize is a certainty
- (d) suggest that end-users can participate, exclusively by means of a PRS, where an alternative entry route, (e.g. online entry) is available, and
- (e) suggest that a call guarantees an entry to a competition if this is not the case

6.41 PRS Providers must ensure that:

- (a) prizes are awarded within 28 days of the closing date, unless a longer period is clearly stated in the Promotional Material
- (b) all entries have an equal chance of winning
- (c) if there is any subjective assessment in the selection of the winning entries (e.g. tie-breakers) in a competition open to the general public, either the competition should be judged by a person, or persons, independent of the PRS Provider and any intermediaries involved, or by a judging panel including at least one independent member, and
- (d) there shall be no charges (other than reasonable delivery charges) sought from the winners of prizes

6.42 No Competition Service shall enable the end-user to receive an award or benefit the value of which relates only or predominantly to the cost of the call.

6.43 PRS Providers of Competition Services must first obtain the written consent of participants, or prize-winners, that they wish to become involved in further publicity or advertising, including the use of their names and addresses, whether this publicity or advertising is connected with the competition or not.

6.44 All post-competition publicity must:

- (a) include the dates on which the prizes were awarded, and
- (b) be taken out of circulation within six months of the award of the prize

6.45 PRS Providers must provide on demand to ComReg a full list of the names, addresses and contact details of all prize-winners in respect of competitions conducted by them or on their behalf.

6.46 **Voting Services**

Promotions which are likely to be repeated or broadcast after the voting is completed must clearly state that this is the case and that voting is no longer open to use by end-users, and that registering a vote will incur a charge but will not be counted.

#### 6.47 Quiz TV

Providers of Quiz TV Services must ensure that:

- (a) essential information, including pricing information, is clear, prominent and spoken by a presenter or voiceover in intervals of no more than 10 minutes. See the provisions of Section 4 above in relation to the Visual Display Requirements and Spoken Requirements applicable to all PRS
- (b) pricing information on-screen should make clear that the charge applies to all calls, regardless of whether the viewer is successful in getting through to the on-screen presenter/studio
- (c) the on-screen presenter or a voiceover should state the pricing information at intervals of no more than 10 minutes. Such an announcement should make clear that the cost will apply, regardless of whether the entrant is successful in getting through to the next stage of the service
- (d) pricing information, including the fact that every call will be charged, should be announced at the beginning of any call a consumer makes to the service. An equivalent text message should be sent to viewers who participate via premium rate SMS
- (e) consumers are made aware of their chances of getting through to the on-screen presenter or to any further stages of the service
- (f) the use of clocks or countdown timers displayed on-screen should not mislead consumers into making more calls than they might otherwise have done because they think the competition, or a certain stage of the competition, is about to close

#### Live Services

6.48 Calls to Live Entertainment Services must be recorded in their entirety.

6.49 All PRS Providers of Live Services must ensure that, immediately on connection, end-users receive a brief introductory message lasting no longer than 45 seconds, spoken in a clearly audible and discernable manner, setting out:

- (a) clear details of call costs
- (b) the name of the PRS Provider providing the Live Service
- (c) that, in the case of Live Entertainment Services, all calls to the service are recorded
- (d) that, where applicable, callers must be over the age of 18 to use the service
- (e) that callers should either be the bill-payer or have the bill-payer's permission
- (f) state that call details may appear on the telephone bill

6.50 In the case of Live Services, other than Children's Services, if an operator has reasonable grounds to suspect the caller of being under the age of 18, ComReg requires that, at a minimum, the following procedure be implemented;

- (a) the operator should ask the caller his/her age and date of birth
- (b) the operator should ask the caller any other questions that he/she considers appropriate (their employment status, for example). Operators should also monitor details relayed in conversation that might imply that the caller is underage and, where appropriate, ask the caller further questions
- (c) if the caller hesitates in responding, the replies are inconsistent or the operator is still not satisfied as to the person's age, the caller should be regarded as being under 18 years of age and the call should be terminated

6.51 PRS Providers operating Live Services are also expected to take all reasonable steps to identify and terminate calls being made without the authority of the bill-payer. ComReg requires, at a minimum, that operators follow this procedure:

- (a) any caller who appears to be using the service excessively, either by making a large number of calls, or one or more very long call(s), should be warned by the operator of the potential costs of the call(s). This also includes any caller who appears to be calling from work, where the service could not reasonably be considered to be work-related
- (b) having received a warning, a caller who stays on the line should be asked whether he/she is responsible for paying the telephone bill or whether he/she has the bill-payer's permission to use the telephone. If there is any reason for the operator to doubt the truth of the response, then the call should be terminated by the operator immediately

6.52 ComReg requires that call recordings must be retained by the PRS Provider for a period of not less than six months from the date of the call and must be made available to ComReg in an accessible format on demand

6.53 ComReg may require that some conversations are monitored by the PRS Provider to ensure compliance with the provisions of the Code.

6.54 PRS Providers who operate Live Services must actively discourage end-users from seeking or giving out surnames, places of work, addresses or telephone numbers except where such information is required for business purposes and is a necessary part of the Service.

### **Children's Services**

6.55 Children's Services must not involve the use of internet dialler software.

6.56 Competition Services which are aimed at or would reasonably be expected to prove particularly attractive to children must not:

- (a) offer cash as a prize, and
- (b) feature long or complex rules

### **Advice and Information Services**

6.57 All Advice and Information Services must be conveyed in a responsible manner.

6.58 Services giving medical, financial, legal or other similar professional advice must indicate clearly in all/any Promotional Material and at the beginning of the PRS:

- (a) the identity, the current status and any relevant qualifications and experience of the person(s) or the organisation supplying the information or advice
- (b) explain the source of the information and how the information has been compiled, if the advice is given by a person with no relevant qualifications

6.59 All Advice and Information Services must be prefaced with a statement that the end-user should not act upon advice which needs individual interpretation without first consulting a suitably qualified practitioner.

### **Sexual Entertainment Services**

6.60 Sexual Entertainment Services that are provided or charged via a premium rate number or a Short Code must comply with the National Numbering Conventions published by ComReg and updated from time to time.

6.61 PRS of a sexual nature must not contain references which suggest or imply the involvement of children in any way.

6.62 PRS Providers must ensure that Sexual Entertainment Services are not used for the transmission of any message, or other matter, which is grossly offensive or of an indecent or obscene character.

6.63 Silent (i.e. non-verbal) access to Sexual Entertainment Services is not permitted. For the avoidance of doubt, this includes services that provide “eavesdrop” facilities.

### **Chatline Services**

6.64 Calls made to Live Chatline Services may be individually recorded, or there must be a continuous recording of the conversations taking place in each separate chat-room within a service (where applicable/where an individual service has more than one chat-room).

6.65 Chatline Services must not include Contact and Dating Services.

6.66 PRS Providers must ensure that children are not allowed to use Chatline Services. Providers of Chatline Services must ensure that:

- (a) their services are monitored by appropriately trained staff to ensure that children have not obtained access to the services
- (b) all end-users are provided, immediately on accessing the service, with a warning that obscene or sexually explicit messages will be removed, and
- (c) silent (i.e. non-verbal) access to Chatline Services is neither permitted nor tolerated and should, therefore, be immediately terminated by the PRS Provider upon detection
- (d) if the service enables contact details to be exchanged then:
  - (i) all end-users are given clear advice on sensible precautions to be observed when meeting people through the service



- (ii). all publicly available elements of the service do not contain information, such as telephone numbers or addresses, which could provide a means of direct contact, and
- (iii). end-users of the service are informed how long an individual message will remain on the Service
- (e) audio recordings of calls to Chatline Services are retained for a period of six months from the date of the call.

### **Contact and Dating Services**

6.67 PRS Providers must put such access controls in place so as to ensure that end-users under 18 years of age are not allowed to use Contact and Dating Services. PRS Providers of Contact and Dating Services must ensure that:

- (a) their services are monitored by appropriately trained staff to ensure that children have not obtained access to the services
- (b) the use of indecent, obscene or sexually explicit language is not permitted and any recordings, where such language is used, are removed without delay and the end-user informed that such language is unacceptable
- (c) no message may be included unless there is a clear agreement between the PRS Provider of the Service and the relevant end-user as to where, when, and for how long the message will be used
- (d) if the service enables contact details to be exchanged then:
  - (i). all end-users are given clear advice on sensible precautions to be observed when meeting people through the service, and a warning to this effect must be included in the introductory message
  - (ii). all publicly available elements of the service do not contain information, such as telephone numbers or addresses, which could provide a means of direct contact
  - (iii). end-users, who advertise with the service, are informed of the risks involved where a telephone number or other personal information is given out to respondents
- (e) audio recordings of calls are retained for a period of six months from the date of the call
- (f) they are capable of substantiating to ComReg all claims relating to numbers of participants in the service

### **Text Chat and Virtual Chatline Services**

6.68 PRS Providers of all Text Chat and Virtual Chatline Services must ensure that:

- (a) children are not allowed to use the service
- (b) where the service is not a Sexual Entertainment Service, they build in safeguards to the service whereby the sending of indecent, obscene or sexually explicit material is strongly discouraged and any end-user responsible for the sending of such material is promptly informed that such material is unacceptable

- (c) end-users of a Group Chat Service are informed:
  - (i). before they are admitted to the service, of the number of responses they are likely to receive in response to every message they send and the costs per message received and sent
  - (ii). before they are admitted to the service, and at all times while engaging with the service, how to opt-out or unsubscribe from the service by using the STOP command in a similar manner to opting out of a mobile Subscription Service
- (d) they are capable of substantiating to ComReg all claims relating to numbers of participants in the service
- (e) unless the service is promoted and operated as a Contact and Dating Service, if an end-user of the PRS requests a meeting, that end-user is informed that meetings are not possible and that the PRS is for entertainment purposes

### **PRS Accessed via Internet Dialler Software**

6.69 Providers of PRS that are accessed via Internet Dialler Software must:

- (a) ensure that the end-user is alerted by a visual display of dialler utilisation requesting the end-user to confirm that they wish to use the Service
- (b) pricing information and the premium rate number being accessed are displayed prominently on screen when the Service is accessed
- (c) not allow any further access via the PRS to the Internet until the end-user has disconnected from the PRS
- (d) ensure that the end-user is disconnected from the Service by forced release if the Service has been left idle by the end-user for five minutes
- (e) ensure that such services are not linked to any other service or linked to other websites

## 7 Customer service

- 7.1 PRS Providers must ensure that end-users of their services are able to have complaints resolved quickly, easily and fairly and that any redress is provided quickly and easily.
- 7.2 PRS Providers must provide, or arrange for the provision of, an adequately staffed and resourced live operator Helpline Service during normal office hours, which service must be available on a telephone number priced at national rate, or below. Calls received outside normal office hours must be recorded and processed the next working day.
- 7.3 PRS Providers must provide to end-users details of date, time, method of subscription and the date and time on which the confirmation message was sent to the end-user, if the end-user requests validation of his/her subscription.
- 7.4 Consumers should have to make as few calls as possible in order to find redress. Therefore, any PRS Provider involved in the delivery of PRS to an end-user, is required to forward a complaint received from the end-user to the appropriate party providing customer care in respect of the PRS which has been the cause of the end-user's complaint.
- 7.5 Where an end-user contacts ComReg in relation to a PRS that they have purchased, ComReg will, where appropriate, notify the relevant PRS provider and require that Provider to make contact with ("*call back*") the end-user. In such cases the PRS Provider must make all reasonable efforts to contact the end-user within 3 working days. For the avoidance of doubt:
  - (a) "reasonable efforts" is deemed to be three discrete attempts to contact the end-user during normal office hours over two consecutive working days
  - (b) if, by the third attempt, the PRS Provider fails to speak with the end-user, then the PRS Provider must either
    - (i) leave a voicemail setting out the reason for the call and provide the PRS Providers Helpline number, or
    - (ii) send a free standard SMS, with the words "*Free Message*" or "*Free Msg*" in the message header advising the end-user of the purpose of the call and provide a Helpline number
  - (c) Helpline Numbers must cost no more than national call rates
- 7.6 PRS Providers must retain evidence of attempts to contact the end-user and provide such evidence to ComReg, as required, along with other relevant information, including but not limited to, confirmation that the end-user has been unsubscribed from a PRS.

## Appendix A – Permitted and Unpermitted Abbreviations

	<b>Visual Promotions</b>	<b>Spoken Promotions</b>	<b>SMS Promotions</b>
<b>Per min.</b>	Permitted	Not Permitted	Permitted
<b>/ min.</b>	Not Permitted	N/A	Not Permitted
<b>Per wk.</b>	Not Permitted	N/A	Permitted
<b>Per mth.</b>	Not Permitted	N/A	Permitted
<b>SP</b>	Not Permitted	Not Permitted	Not Permitted
<b>Rec'd/ Recv'd</b>	Not Permitted	N/A	Permitted
<b>SMS</b>	Permitted	Permitted	Permitted
<b>Msg</b>	Not Permitted	N/A	Not Permitted
<b>Mobls</b>	Not Permitted	N/A	Not Permitted
<b>18s+</b>	Not Permitted – <i>Over 18s only</i>	Not Permitted - <i>Over 18s only</i>	Permitted
<b>Txt</b>	Not Permitted	N/A	Not Permitted
<b>Promo</b>	Not Permitted	Not Permitted	Not Permitted
<b>Subs/Subsd</b>	Not Permitted	N/A	Permitted