

CODE ON ADVERTISING, MARKETING AND BRANDING

September 2014



CODE ON ADVERTISING, MARKETING AND BRANDING

September 2014



Table of Contents

Part 01. General

Definitions	5
Precedence of legal instruments	6
Background	6
Objectives and Purpose of the Code.....	7
Legal basis	7

Part 02. The Code

Persons subject to the Code.....	11
Products and Services subject to the Code	11
Activities subject to the Code.....	11
Context of the Advertisement	11
Flexibility as to how to comply with the Code.....	13
Proof of Compliance	13
Attempts to exclude the application of the Code shall be void	14
Overarching Obligations of Advertisers	14
Provision of Information concerning Advertised Products or Services	14
Advertisements involving Applicable Products or Services requiring the purchase of additional products or services.	14
Comparative Advertising	15
Joint Advertising.....	15
Advertising of Packaged or Bundled Applicable Products or Services	15
Pricing Information	16
Claims concerning savings	16
Expressions and Statements included in Advertisements.....	17
References to “fine print”.....	17
Quoting research and statistics	17
Complying with the law and not encouraging breach of it.....	17
Fair Usage Policies (FUPs).....	18
Availability of Advertised Applicable Products or Services.....	18
Exclusions and disclaimers	18

Advertisements relating to equipment.....	19
After Sales Support relating to Advertised Products or Services.....	19
Statements concerning Terms of Service.....	19
Advertising using other entities or different brands.....	19
Branding.....	20
Use of different domain names.....	20
Direct Contact Advertisements through phone calls, SMS, emails or other direct contact means.....	20
Advertisements of Premium Services.....	21
Consumer Obligations.....	21

Part 03. Revocations, Effective Date, Transitional Provisions and Procedures

Revocations.....	23
Effective Date and Transitional Provisions.....	23
Procedures.....	23



PART 01.
GENERAL

Part 01. General

01. Definitions

The terms, words, and phrases used in this Code on Advertising, Marketing and Branding (the Code) shall have the same meaning as are ascribed to them in the Telecommunications Law 34 of 2006 (the Telecommunications Law), The Executive By-Law 1 of 2009 to the Telecommunications Law (the By-Law), and The Telecommunications Consumer Protection Policy (the Consumer Protection Policy) unless expressly defined in the Code or the context in which they are used requires otherwise.

The following terms shall have the following meanings:

Advertiser: shall mean the person (legal or natural) as specified in Article 20 of the Code.

Advertisement: shall mean any means of bringing a product or service or entity to the attention of Consumers, including any branding, marketing or promotional activity as specified in Article 25 of the Code.

Advertising Means and Materials: means any material used for Advertising including, but not limited to, the following:

- Television advertisements;
- Radio advertisements;
- Press and magazine advertisements;
- Direct mailer;
- Posters;
- Other point of sale materials;
- Brochures;
- Packaging materials;
- Price tags;
- Billboards;
- Cinema advertisements;
- Advertorials;
- Promotional videos;

- Website materials and banners;
- Signage;
- Media and press releases;
- Electronic mail;
- Electronic news groups;
- Social Media;
- Still messages and inserts;
- Information kiosks;
- Videos and animated films;
- Short Messaging Services (SMS).

Applicable Products and Services: means the products and services to which the Code applies as specified in Article 24.

Applicable Regulatory Framework: includes but is not limited to the laws, by laws, legal and regulatory instruments, that are applicable to any activity that is subject to the Telecommunications Law and the By-Law in the State of Qatar.

Authority: means the Communications Regulatory Authority of Qatar.

Average Consumer: means a Consumer or Customer, who is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors, as well as any characteristics that a specific group may have that may make it particularly vulnerable to unfair commercial practices.

Consumer: means a person who receives, acquires, uses, consumes or subscribes to any Applicable Product or Service. For the avoidance of doubt the term Consumer shall be construed to include a Customer as well as any prospective Consumer or Customer.

Customer: means any subscriber or user of telecommunications services, regardless of whether such services are acquired for the Customer's own use or for resale. For the avoidance of doubt the term Customer shall be construed to include a Consumer as well as any prospective Consumer or Customer.

Content: means any content of any Advertisement in any Advertising Mean or Material whether in words or images, spoken or written or any other form.

Disclaimer: means words used in Advertisements which qualify, disclaim, restrict or add to the principle message of the Advertisement.

Minimum Service Period: means the minimum contracted period agreed to by a Consumer for telecommunications services from a Service Provider, after which no fees are payable for the termination of the contract by the Consumer.

Premium Service: means the provision of a service to a Consumer which involves dialling a telephone number or short code for voice or text messaging for which the charges are higher than standard network charges for local voice calls or standard SMS.

Primary Web Page: means the landing page of a site, that is, the page that its owner specifies as the page to be displayed when a visitor first enters that web site.

Product: means a physical object supplied, or caused to be supplied by the Advertiser.

Secondary Web Page: means any the optional page of a site used to present content on a web site other than the Primary Web Page.

Service: means deliverables provided in the course of the provision of telecommunication or media services within the Telecommunications Law.

Service Provider: means a person that is licensed in accordance with the Telecommunications Law to provide one or more telecommunications services to the public or licensed to own, establish or operate a telecommunications network to provide telecommunications service to the public. This includes providers of information or content provided in conjunction with a telecommunications service.

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

Telecommunications Equipment: means equipment capable of being connected directly or indirectly with a telecommunications network in order to send, transmit or receive telecommunications services.

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

The headings used in the Code have no legal effect.

02. Precedence of legal instruments

2.1 For the avoidance of doubt:

- a. nothing in the Code shall be construed or deemed to excuse, disqualify, or modify Advertisers' obligations to comply with any other laws of the State of Qatar, municipalities or other Government entities or any other obligations and legal requirements under the Telecommunications Law, the By-Law, and the Applicable Regulatory Framework;
- b. a finding of a breach of the Code does not preclude the Authority from finding that the same acts or omissions also constitute a breach of another applicable law or regulatory instrument or license condition and so taking enforcement action pursuant to that provision, in addition to taking action over the breach of the Code.

03. Background

3.1 The Authority recognises an increase in the number of advertisements and promotions to promote products and services. In the light of complaints received from Consumers and Service Providers relating to advertisements, marketing and / or branding of products and services that are within the scope of its remit, the Authority has decided that it would be appropriate to issue the Code with a view to:

- a. enhance Consumer protection in this area;
- b. assist Advertisers in understanding their obligations and to provide clarity on how the Authority will examine potential contraventions of the Code.

3.2 The Authority, with the above in mind, issued on the 5th of December 2013 a Consultation on the Draft Code. Comments were received from two Service Providers. In light of the comments received, on the 6th of July 2014 a revised draft Code was issued and a further round of consultation was initiated, with those who responded in the first instance. Further comments were received by the Authority from the two Service Providers.

3.3 The Authority, having considered all the comments received and the applicable legal and regulatory provisions, pursuant to its powers under the Telecommunications Law and By Law, hereby issues the Code.

04. Objectives and Purpose of the Code

4.1 The Code requires Advertisers to conform in all aspects of their advertising, marketing and branding with the legal requirements of the Applicable Regulatory Framework including in particular, but not limited to, the Consumer Protection Policy. This document is consistent with international best practice.

4.2 The purpose of the Code is to provide a framework and guidance within which to ensure that Advertising is carried out in a way that complies with the legal and regulatory obligations of the Advertisers, ensuring that Consumers are not, directly or indirectly, supplied with any false or misleading information or otherwise misled in relation to the Advertiser or the Applicable Product or Service Advertised. As such, the Code seeks to ensure the protection of Consumers, fair competition between the Advertisers and the promotion of Consumer confidence.

05. Legal basis

5.1 The Telecommunications Law

5.1.1 The Telecommunications Law (Articles 4 - 6) empowers the Authority, among other things, to safeguard the interests of telecommunications Consumers and to issue regulations, decisions, orders, rules, instructions, and notices that are transparent and non-discriminatory, with regards to Service Providers or other market participants.

5.1.2 Chapter 10 of the Telecommunications Law on Consumer Protection requires the Authority to set rules that implement Consumer protection measures and govern how Service Providers must deal with Consumers and potential Consumers. Article 50(2), makes provision for the development and implementation of a Consumer Protection Policy which regulates the terms of the provision of services, their approval, publication and advertising.

5.1.3 Article (51), among other things, also requires Service Providers to adopt fair dealing practices with Consumers by providing sufficient information to them before they incur any commercial obligation. The information to be provided includes terms of service, other terms and conditions and all tariffs, rates and costs applicable to the service to be provided.

5.1.4 Article (52) requires Service Providers to have due regard to the privacy rights of Consumers by protecting their information. Service Providers are not allowed to collect, use, retain, or advertise any Consumer information without a Consumer's consent (unless it is permitted by law).

5.1.5 Article (34), which makes provisions for the National Numbering Plan, also requires Service Providers to ensure, among other things, that the use of numbers issued to them and related capabilities and resources are compatible with the National Numbering Plan and related regulations, orders, rules and notices. Thus, Service Providers must ensure that when providing numbers or short codes to their own business or third parties for the provision of Premium Services, the use of these

numbers and codes is compliant with the Applicable Regulatory Framework and where appropriate, the Advertising of such services is compliant with the Code.

5.2 The By-Law

The By-Law further elaborates on specific Service Provider conduct towards Consumers.

5.2.1 Article 90 prohibits false or misleading claims or suggestions regarding the availability, price, or quality of telecommunications services or equipment - or the telecommunications services or equipment of another service provider. The claim or suggestion is false or misleading if the Service Provider knew or ought to have known that it was misleading or false or was likely to mislead.

5.2.2 Article 92 requires a Service Provider to tell a Customer the purpose of collecting the Customer's information at or before collection. Further, the Service Provider is legally responsible for the security and safety of the Customer information it collects (Article 92). A Service Provider cannot disclose the information or use it for another purpose without a Customer's consent, except where disclosure is required or permitted in accordance with the applicable laws and regulations of the State of Qatar.

5.2.3 Under Article 96, the Authority may require (and has required) Service Providers to submit to it for approval their terms of service or any related changes to such terms prior to application. Unilateral changes to the Terms of Service are not permitted and prior notification must be provided to Customers of any proposed changes to the approved terms of service.

5.3 Telecommunications Licenses

Service Providers must comply with all conditions in their Licenses and decisions issued by the Authority concerning Consumer protection, pricing and tariffs, and competition (Clause 14). Service Providers must take all reasonable and practicable steps to adapt their business practices to facilitate competition in accordance with directives issued by the Authority (Clause 14.2).

5.4 The Consumer Protection Policy

The Consumer Protection Policy clearly stipulates in Article 13 that "The Advertising Guidelines and any changes to those Guidelines form part of this Policy. Service Providers must comply with the rules, conditions, standards, and practices set out in the Advertising Guidelines." In addition it also provides in Article 15 that "All information made available to consumers about a Telecommunications service (including but not limited to information on a website or in promotional material) shall be: (a) accurate and (b) shall be updated as soon as practical, following any changes to the terms of the service".





PART 02.
THE CODE

Part 02. The Code

06. Persons subject to the Code

6.1 The following legal or natural persons, hereafter referred to as “Advertisers” must comply with the Code:

- a. All Service Providers, irrespective of the type of license that they hold, together with their distributors, dealers, agents, subcontractors and representatives;
- b. All persons (legal or natural) that provide or offer to provide Premium Services to Consumers.

6.2 Advertisers who offer and or sell their Applicable Product or Service through servants, agents or third parties and channels such as distributors, dealers, agents or other retail outlets in Qatar (Third Parties) are responsible for any breaches that the Third Parties may commit in relation to the Code.

6.3 If an Advertiser has grounds to suspect that any Advertising statements, concerning any product or service or any activity that is within Article 24 the Code, made by a Third Party to a Consumer were not in compliance with the Code, it must, before activating a service or product, contact the Consumer so as to ensure that:

- a. the Consumer has all necessary information; and
- b. is able to make an informed decision.

If that is not the case the Consumer should have the option to cancel and not to proceed with the activation of the service or purchase of the product without any penalty.

6.4 Advertisers using Third Parties must therefore ensure that:

- a. Third Parties are aware of and comply with the provisions of the Code concerning Advertisements or statements or acts that have the purpose or effect of Advertising;
- b. they provide Third Parties with the necessary back-up support so as to enable them to comply with the Code;

- c. their legal relationship with the Third Parties is such that it allows them to ensure that the Third Party is aware of the relevant provisions contained in the Telecoms Law, The Executive By-Law, License Provisions, the Consumer Protection Policy and the Code and that they comply with them.

07. Products and Services subject to the Code

The Code shall apply, save where otherwise expressly provided for, to all Advertising activities relating to any product or service or any activity that is subject to the Applicable Regulatory Framework hereafter referred to as “Applicable Products and Services”. These shall include, but are not be limited to:

- a. Telecommunications Services;
- b. Telecommunications Equipment to the extent specified in the Code; and
- c. Any Offer of Premium Services to the extent specified in the Code.

08. Activities subject to the Code

The Code shall apply to any Advertiser’s direct or indirect advertising, marketing, promotional or branding activity or any other activity which has the same or similar effect and that relates to any Applicable Product or Service. The activities to which the Code applies to shall hereafter be referred to as “Advertising”.

09. Context of the Advertisement

9.1 Advertisers should have regard to the following when ensuring that an Advertisement is compliant with the Code:

9.1.1 The Totality of the Advertisement (context)

Any examination of whether an Advertisement complies with the Code should take into account the context,

nature and form of the Advertisement as a whole. For example it should examine if the Advertisement, including for instance the use of logos or depictions, the size and colour of fonts used, absolutely and in comparison with others in the same Advertisement, are in compliance with the Code, taking into account the context, nature and form of the Advertisement as a whole

9.1.2 The Media Used

The media used may have particular characteristics which in turn may have an impact on the nature and Content of the Advertisement. Where this is the case the Advertiser must ensure that the Advertisement is compliant with Articles 30- 31 of the Code. However, where it is not possible, given the media used, to meet all detailed requirements of the Law, the By-Law, the Consumer Protection Policy and the Code, the Advertiser must take additional steps to meet these requirements prior to any Consumer taking the service which is the subject of the Advertisement. By way of example Advertisers should be aware of the following:

a. Short Messaging Services (SMS) - given the limit to the characters it is understood that it may be used it may not be possible to meet each and every aspect of the Code in the SMS. As such the detailed requirements of the Code must be complied with by ensuring that additional steps are taken when there is contact with the Consumer and always before a contract is entered into in response to such an Advertisement.

b. Television/Radio – given the average length of an advertisement not all terms and conditions will be included. However, any information concerning prices, exclusions, references to terms and conditions, disclaimers or other similar limitations or information must either (a) appear at such a speed and size that the average viewer should be able to read it, or (b) if spoken must be easily audible, discernible and easily understood using the same voice, the same tonality as the rest of the Advertisement and in a way that is clear to the Average Consumer.

c. Individual Communications - When the Advertisement takes the form of verbal communication with a Consumer during, for example, the course of telemarketing, direct personal sales at retail shops, over a telephone hotline or web based chat, it must also comply with the requirements of the Code. Without limitation to the provisions of the Code the Advertiser must ensure that:

1. it provides a brief description of the Applicable Product or Service, the applicable charges, the nature of the special offer, discounts or packages available and where appropriate provide the Consumer with the information or access to such information;
2. words spoken to Consumers are accurate and truthful, and do not negate accurate and truthful information about an Applicable Product or Service provided to Consumers at other locations or other Advertising Media;
3. the person acting for the Advertiser is able to answer Consumer enquiries and questions correctly and fully rather than refer the Consumer to a website for information;
4. given the specific means of Advertising, the Advertiser takes into account the Consumer’s particular circumstances, where necessary.

To ensure that Individual Communications comply with the Code, Advertisers may wish to adopt scripts, texts, frequently asked questions or such other means as they consider appropriate so that any Advertising done in this way is in compliance with the Code.

9.1.3 The targeted audience

The targeted audience and in particular whether the Advertisement targets vulnerable Consumers or Consumers with special needs.

a. Advertisers must take into account the primary target audience of their Advertisement. Given that different audiences have different needs and levels of knowledge concerning Advertised Applicable

Products and Services, the details and Content of the Advertising Material must be adjusted to take into account these differences.

b. Advertisements aimed at Consumers that are home or small business users must be simple, clear and must not use technical words or phrases that are not part of everyday use or would not be understood by the Average Consumer without technical background and/or special capacities or expertise.

c. Advertisements aimed at Consumers that are telecommunications specialists or large business users may use, as appropriate, more specialised language, so long as the Product and Service is clear to the target audience

d. Advertisements can be different and can include different levels of details depending on their target group.

e. Advertisers must always be aware that when the target or likely target of the Advertisement is an audience that may require additional protection or have special needs, the protection of that group in terms of ensuring that the Advertisement is compliant with the Code, must be given paramount consideration. For example:

1. Advertisements that may appeal to or target children or young persons, such as for Premium Services for ring tones must include appropriate warnings on the charges and a warning for Consumers to obtain the approval of the person paying the bill before using the service. Furthermore the price of products or services should not be minimised by the use of such words as “only” or “just”;
2. Advertisements for Applicable Products or Services that may be of particular interest to people with special needs (such as for example text phone availability) should be targeted in an appropriate manner and through appropriate means so that they become aware of it. Advertisers should also aim to ensure that in such cases the Advertisement and related Consumer information are designed in such a way as to maximise their accessibility for people with special needs. For example,

to maximise their readability for people with vision impairment, Advertisements must use appropriate font size, style and colour, appropriate colour contrast between background and text, and clear, defined graphics.

f. Advertisers are encouraged to make provisions to ensure, where necessary, that people with special needs become aware of Advertisements that may be of interest to them and are able to access special offerings and discounts, without discrimination.

9.1.4 From a Consumer Perspective

Whether the Advertisement is in compliance with the Code shall be considered from the perspective of the Average Consumer to which it is primarily addressed and the impression that it is likely to have on such a Consumer.

10. Flexibility as to how to comply with the Code

Where the Code allows flexibility for Advertisers to determine how to comply with it, as for example where the Advertising Material used technically does not allow for all the information to be included, or how to address different Consumer groups, the flexibility should always be exercised subject to the Advertisers obligations under Articles 30 - 31 of the Code. When an Advertiser is in doubt if something will be in compliance with the Code it should always err on the side of caution to ensure compliance.

11. Proof of Compliance

Where in the Code there are references to obligations of Advertisers to ensure that steps are taken so that Consumers are notified of terms, conditions, prices or other obligations, each Advertiser must ensure that it has in place the necessary systems so as to ensure that it complies with its obligations. Where necessary it must be able to demonstrate its compliance to the satisfaction of the Authority.

12. Attempts to exclude the application of the Code shall be void

Any attempt by any Advertiser to exclude any provision of the Code in relation to any Consumer or groups of Consumers, directly or indirectly, even with the express agreement of the party concerned shall be of no effect.

13. Overarching Obligations of Advertisers

13.1 All Advertisements must be fair, truthful and accurate, and should not, by act or omission, directly or by implication, mislead or confuse any Consumer, nor make false or misleading claims or suggestions regarding the availability, price, or quality of products or services, whether they be the products or services of the Advertiser or other persons/parties.

13.2 Advertisers must:

- a. Be honest and truthful in their dealings with Consumers. They must be able to substantiate all claims made in Advertisements or through their direct or implied conduct in dealings with Consumers. All Advertisements should be factually correct and culturally sensitive, prepared with a sense of responsibility towards the Consumers;
- b. Clearly disclose to the Consumers all Terms and Conditions and appropriate information before the point of sale. Service Providers shall enable Consumers to make informed choices before they buy, by clearly disclosing all the necessary information about an Applicable Product or Service and any terms and conditions that may apply;
- c. Not take advantage of a Consumer's lack of experience or knowledge. Advertisers are in positions of power as they have more knowledge, experience, and understanding about their own company and associated products and services than Consumers or potential Consumers. This should not permit an Advertiser to take advantage of that power or use it

to exploit Consumers for their own gain. Advertisers must trade fairly, ensuring that the Consumers understand any documentation or sales advice prior to entering into a contract.

14. Provision of Information concerning Advertised Products or Services

14.1 Advertisers responding to a Consumer request arising from an Advertisement must provide the Consumer, in a simple format, with information on Applicable Products or Services that is complete, accurate, true, and up-to-date. Should a Consumer request information on products or services Advertised, this information must be provided within 10 working days of the receipt of such a request by the Advertiser. The Advertiser may accumulate a data base of frequently asked questions (FAQs) as a strategy to address basic information requests from Consumers.

14.2 Where appropriate and depending on the Consumer and the means by which the request is made, the Advertiser may refer the Consumer to a website or such other source where the information may be found.

14.3 When Advertising an Applicable Product or Service an Advertiser must make available on request, in plain language:

- a. a complete and clear description of the Applicable Product or Service Advertised; and
- b. instructions on how to use the Advertised Applicable Product or Service.

15. Advertisements involving Applicable Products or Services requiring the purchase of additional products or services.

Where, to use an Applicable Product or Service, a Consumer must also purchase other products or services, the Advertisement for the Applicable Product or Service must state clearly this requirement.

Where a full description of the additional product or service cannot be accommodated in the Advertisement, the Advertiser shall at least state that this is “subject to purchase of additional products/services”, or words which have the same effect. It shall also ensure that the details of the additional product or service and related costs are disclosed to the Consumer before entering into a contract.

16. Comparative Advertising

16.1 Advertisers are encouraged to compete fairly on a level playing field and distinguish their offerings by highlighting real benefits, innovations, and genuine distinguishing factors without discrediting or unfairly criticising competitors. Thus, Advertisers should not unfairly criticise, discredit, or denigrate a competitor or its services. The conduct of Advertisers towards each other should be of the highest professional standard of fair competition and respect. Advertisements should not denigrate another Service Providers’ quality of service, so as to reduce public confidence in the products/services offered by that other Service Provider. Discrediting competitors or their products and services, preventing or hindering their ability to compete fairly, or engaging in unauthorised churning practices are not permitted.

16.2 Advertisements containing comparisons with other competitors or other Service Providers’ products or services are permissible, so long as these comply with the Code. Comparisons should not create an unfair advantage for the Advertiser nor mislead the Consumer. Such Advertisements shall also refrain from judgments and opinions about the Competitor or its products or services unless those assertions are objective and are based on facts that can be substantiated and have not been unfairly selected. Furthermore, any comparison should be fair, accurate and address either comparable offers or comparable services.

17. Joint Advertising

Where two or more persons are jointly Advertising:

- a. an Applicable Product or Service; or
- b. two or more Applicable Products or Services; or
- c. an Applicable Product or Service with any other product or service; whether as bundled products or services or not, they must ensure that it is clear from the Advertisement who will be legally responsible to the Consumer for providing the products or services. Where more than one person will be responsible for the products or services, the Advertisement must clearly identify who will be responsible to the Consumer for which product or service. Where these full details cannot be accommodated in the Advertisement the Advertisers shall at least state that this is “provided by more than one person”, or words which have the same effect. They must also ensure that the details of the person or persons responsible are disclosed to the Consumer before they enter into a contract.

18. Advertising of Packaged or Bundled Applicable Products or Services

18.1 Where:

- a. two Applicable Products or Services; or
- b. an Applicable Product or Service with any other product or service; are Advertised to Consumers as a joint offer or are bundled or packaged together, Advertisers must be in a position to inform Consumers, on request, about each service or product. They must provide a full description of each product or service, along with the price of each if purchased separately, if available, and inform the Consumer it is possible to buy individual elements of the bundle separately.

18.2 For the avoidance of doubt the bundling, joint offering or packaging of products or services is not prohibited by the provisions of the Code. However, Advertisers offering such bundles or joint offerings must ensure that they comply with their legal and regulatory obligations in doing so.

18.3 When Advertising bundled or packaged products or services, the Advertiser must be in a position to supply itself all such products and services included in components of the bundle. In the event that one or more of the products or services is to be supplied by a party other than the Advertiser, then the Advertisement must clearly state:

- a. who shall supply the other product or service; and
- b. who shall be legally responsible to the Consumer for the each product or service to be supplied.

If all the information cannot be included in the Advertisement it must at least include a statement to the effect of “products or services to be supplied by more than one person” and the Advertiser must ensure that all relevant information is supplied to the Consumer before entering into a contract.

18.4 Where the Advertisement claims a Consumer can save money buying the bundle of products or services, the Advertiser must be able to substantiate such claim. The Advertiser must inform the Consumer of the level of savings and clearly explain any conditions that may apply in order for the Consumer to qualify for such savings. Such explanation must be provided, either in the Advertisement or in any event prior to the Consumer entering into a contract for the bundled products or services.

19. Pricing Information

19.1 An Advertiser must state clearly in an Advertisement the cost of the Applicable Product or Service to the Consumer. When this is not possible due, for example, to the different packages available or the Advertising Material used, the Advertiser shall ensure that all relevant information is made available to the Consumer before they enter into a contract for the Applicable Product or Service.

19.2 An Advertiser, before entering into a contract with a Consumer who is purchasing an Applicable Product or Service in response

to an Advertisement, must ensure that the Consumer has been provided with all such information that the Advertiser is required to provide to Consumers in accordance with the Telecommunications Law, the By-Law, its License obligations, the Consumer Protection Policy and the Code including but not limited to:

- a. What charges may apply;
- b. What the charges relate to;
- c. The amount of each type of charge and/or the manner of calculation;
- d. The frequency of the charge or circumstances giving rise to the charge becoming payable; and
- e. Whether the charges or components of the Applicable Product or Service being purchased may vary during the term of the contract, with any terms of variation being clearly explained to the Consumer prior to them entering into a contract.

20. Claims concerning savings

An Advertiser must not claim, in any Advertisements, that an Applicable Product or Service is on special offer, available free of charge, or available on any other preferential terms and conditions, unless it is true and based on facts which can be substantiated. If the Consumer needs to satisfy any conditions before qualifying for any such discount, this must be made clear in the Advertisement. Where the above information is not included in the Advertisement, because by the nature of the Advertising Material used, or because of different options being available, the Advertiser must:

- a. ensure that in the Advertisement it shall at least state that this is “subject to conditions” or words to a similar effect; and
- b. ensure that the Consumer has been made aware of the relevant information before they enter into a contract.

Any claims of this nature must be based on facts which can be substantiated.

21. Expressions and Statements included in Advertisements

Advertisers should comply with the following:

21.1 Free

The expression “Free” used in an Advertisement should mean free and without a charge. Products or services should not be described as being “free” where there is any direct or indirect cost to the Consumer in obtaining the product or service. In the case of a bundle of services, where a claim is made that if one service is purchased, another will be provided ‘free of charge’, the offer should clearly state what component of the offer is free, such as (without limitation) the registration fee, connection charge, monthly subscription, or usage charges.

21.2 Unlimited

The expression “unlimited” used in an Advertisement should only be used where the Applicable Service is provided without any limitation save for inherent and asserted technical limitations found in any network. It may also be used if the service is subject to a Fair Usage Policy (FUP) provided that the Advertisement complies with the Articles 50 and 51 of the Code and that the FUP is fair and reasonable. For the FUP to be fair and reasonable it must affect only atypical users that is to say excessively heavy users that form a small minority of the customer base for the particular service. Use of the term “unlimited” in these cases should be used with caution.

21.3 Speed claims

Products or services should not be described in an Advertisement as being “High speed and/or very high speed” when the available capacity/bandwidth does not correspond to the appropriate service. Claims around download speeds should be based on the actual experience of users and therefore Advertisers should be able to demonstrate that the speeds claimed in their Advertisements can be achieved by a reasonable proportion of the Advertiser’s customer base.

21.4 “for life”

The use of the term “for life” should be properly qualified when used in an Advertisement so that it is clear whether it means the natural life of the Consumer or the duration of a contract (which may be open ended), or the life of the product or service, and what that means.

22. References to “fine print”

Any footnotes, disclaimers, words, or symbols qualifying or excluding services made in an Advertisement must be readily visible and legible, audibly apparent, and understandable and should not contradict, materially qualify, or otherwise alter the basics of any claim made or implied in the Advertisement. For the avoidance of doubt this does not preclude the inclusion in an Advertisement of references to detailed terms and conditions being provided elsewhere. However, these Terms and Conditions should not have the effect of contradicting or materially qualifying or otherwise altering the basics of any claim made or implied in the Advertisement.

23. Quoting research and statistics

Research results and quotations from technical literature should be used with care. Advertisements using statistics or results from research studies should be capable of being substantiated and should quote the source of the study with the Advertiser being able to produce the study methodology and results if required. Advertisers must ensure that the statistics or quotations or results from research studies used are not biased, misleading or inaccurate.

24. Complying with the law and not encouraging breach of it

Advertising shall comply with the laws of the State of Qatar and should not incite

anyone to break the law, nor should it condone or encourage unsafe practices, reckless behaviour, or conduct that may be considered to be immoral, offend public decency, or offend cultural norms.

25. Fair Usage Policies (FUPs)

25.1 Where the Advertised Applicable Product or Service is subject to a Fair Usage Policy (FUP) the Advertiser must clearly state so in the Advertisement and provide the details of the same. Where the details of the FUP cannot be included in the Advertisement these should be made clear to the Consumer before they enter into a contract for the Applicable Product or Service.

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

- a. Managing services at certain times to protect network integrity, for example, to ease congestion at peak times or reduce the speed of access to a certain type of traffic, for instance, peer-to-peer downloads;
- b. Prevent illegitimate usage e.g.: business use of a non-business consumer service or the practice of "SIM boxing" (an illicit practice where SIM cards on unlimited tariffs are used in conjunction with an automatic dialling machine to send, for instance, SMS marketing).

26. Availability of Advertised Applicable Products or Services

26.1 Advertisers must include a qualifier in any Advertisement in the event that there are limitations to obtaining or using the Applicable Product or Service such as for example as a result of it being available only to certain Consumers (e.g. students), due to geographical, technical or any other restrictions as to its availability or use.

26.2 If an Applicable Product or Service is only available on given terms and

conditions for a specific time period then the Advertisement must clearly state the relevant period.

26.3 If the Advertisement relates to an Applicable Product or Service for which there are limited stocks, that is to say their number is well below the volume the Advertiser would normally stock for similar products or services as part of its normal business, it must clearly indicate in the Advertisement that the stocks are limited.

27. Exclusions and disclaimers

27.1 Should the Advertised Applicable Product or Service have any exclusion or disclaimer that applies, it must be clearly stated in the same Advertisement.

27.2 If the Advertisement is:

- a. in a written form this must be stated clearly and in such a position in the Advertisement and in such font colour and font size that can be seen and read clearly by the Consumer;
- b. in an oral form such as radio it must be stated in the same Advertisement with the same voice, the same tone, and the same rhythm of reading and musical background, if any, as the rest of the Advertisement;
- c. visuals such as on television or cinema must either comply with (a) above, provided that the speed at which the message will appear on the screen is such that the average person can read it, or (b) in the same manner as the rest of the Advertisement.

27.3 If the details of the exclusion or disclaimer cannot be included in the Advertisement a reference should be included such as "subject to exclusions" or words of similar effect and these details must be disclosed to the Consumer prior to them entering into a contract.

Examples of such exclusions include but are not limited to the following:

- a. Premium SMSs not included as "free" SMSs in packages;

- b. Calls to specific countries not included in an international call promotion claiming to cover all destinations.

27.4 An Advertiser may not use a disclaimer or exclusion to negate the principal messages of the Advertisement.

28. Advertisements relating to equipment

Where an Advertiser is advertising, alone or in conjunction with a service, any equipment, it must ensure that:

- a. if the equipment is Telecommunications Equipment that it is in compliance with Section 55 of the Telecommunications Law;
- b. if the right of redress, in the event of a fault or defect during the relevant warranty period, does not rest with the Advertiser it is so stated in the Advertisement or, that a Consumer is so informed before entering into a contract for the purchase or rental or use of the same.

29. After Sales Support relating to Advertised Products or Services

Where an Advertiser is Advertising an Applicable Product or Service for which:

- a. it does not supply after-sales support and service it must make this clear in the Advertisement;
- b. it does not supply after-sales support and service itself but this is provided through a third party, it should state this in the Advertisement and provide details of the person that will provide the support or service, or must ensure that it otherwise informs the Consumer of this information before they enter into a contract.

30. Statements concerning Terms of Service

30.1 Advertisements must not, directly or by

implication, claim that:

- a. Consumers are subject to any terms, conditions or prices other than those legally in force at the time of the Advertisement. These include all or any terms of service or changes to approved terms of service which have been approved by the Authority or where prior approval of these is required and has been so obtained;
- b. unilateral changes to material terms of service are permitted without prior consent. It must always be made clear to Consumers that such changes are permitted only if approved by the Authority and Consumers are notified of such a material change. Consumers that are not notified will be entitled to terminate their contract without penalty.

30.2 Advertisers, unless they include all required details in their Advertisements, must:

- a. include a readable statement that “terms and conditions apply”, or words to a similar effect; and
- b. must ensure that they either provide this information to Consumers or direct Consumers to where these can be found, before the Consumer enters into a contract.

31. Advertising using other entities or different brands

Where a person (legal or natural) wishes to sell services or products to which the Code applies through a different person or under a different brand or logo or in any form or manner different from the one to which a Telecommunications Licence has already been granted to it, it may do so provided that it has met all legal and regulatory obligations which entitle it to do so. However, when advertising, marketing, branding or otherwise promoting products or services under the new brand, logo, or entity, or in any form or manner different from the one to which a Telecommunications Licence has already been granted to it, the Advertiser must ensure that:

- a. the letter and spirit of the Code are complied with; and
- b. all Advertising Material is in compliance with the Code, making clear the entity that is legally responsible to the Consumer for the product or service that it may purchase.

32. Branding

32.1 Advertisers must ensure that the branding, marketing, logos or other words and images used in Advertising Material do not mislead Consumers as to who is legally responsible for providing to them the Applicable Product or Service Advertised. Advertisers must therefore ensure that when branding, advertising or otherwise marketing their products or services, the entity legally responsible for these Products or Services is clearly identifiable.

32.2 Without prejudice to any other law of the State of Qatar and the other provisions of the Code, Advertisers should ensure that any branding, logo, depiction or other visual image or words used in an Advertisement are not:

- a. contrary to public policy or principles of morality;
- b. deceptive;
- c. prohibited from use in the State of Qatar by any law or regulation or otherwise;
- d. used in bad faith;
- e. so similar to an existing brand, trade mark, logo, depiction or visual image or wording used to advertise similar for products or services (each one alone or in conjunction with other or other elements of the Advertising Material) which is used for identical or similar goods or services, such that it is likely to cause confusion for Consumers;
- f. such that would take unfair advantage of, or be detrimental to, the character or repute of an existing trade mark, brand, logo or visual image.

32.3 Advertisers, subject to complying with Article 64 of the Code, must in all Advertising Material:

- a. clearly display their brand, logo or trade mark or name in a way that accurately communicates the entity that is legally offering the Applicable Product or Service; and
- b. maintain uniformity in the brand, name and logo used for each Applicable Product or Service. In other words, the same brand, name and logo should be used in all cases and in all places (such as for example at retail outlets, on SIM cards, in Advertisements) when Advertising, or branding the same Applicable Product or Service, to avoid causing confusion to the Consumers.

33. Use of different domain names

33.1 Save where the Advertiser, in compliance with Articles 65 - 67, is legally using a different brand, logo or entity to supply an Applicable Product or Service, it should list the Applicable Product or Service under the Advertiser's high level domain name.

33.2 Where appropriate, to avoid Consumer confusion, an Advertiser must, when using a different domain name, also state on the relevant Primary Web Page or appropriate Secondary Web Page who is legally responsible to the Consumer for the provision of the service and what the branded service represents (e.g. a service offered by person A under a brand licensing arrangement with person B).

34. Direct Contact Advertisements through phone calls, SMS, emails or other direct contact means

34.1 Advertisers, when using direct means of contacting Consumers to Advertise their Applicable Product or Service, such as through phone calls, SMS, emails or any other direct means of contact, must ensure that the number of calls, emails and SMS being sent to each Consumer for advertising purposes is non intrusive.

34.2 Without limitation to the generality of this Clause, where the means selected e.g. phone call or SMS, is such that it can disturb a Consumer, Advertisers should limit their contact or dispatch of such messages to hours that are commonly acceptable in the State of Qatar as being hours that are suitable to call a third party that is not a close friend or relative.

34.3 Advertisers must give Consumers the option to opt out of receiving any further Advertisements of this kind without any cost to them.

35. Advertisements of Premium Services

35.1 Service Providers shall ensure that any party, including their own business, to which they supply telephone numbers or codes used to provide Premium Services are aware, and contractually bound, to comply with the Code to the extent applicable to them. The relevant provisions of the Code shall apply to any person (legal or natural) providing Premium Services irrespective of whether the actual content, product, service or activity which is the subject of the Premium Services is subject to the Applicable Regulatory Framework.

35.2 Service Providers should ensure that they are in a position to enforce, as against the relevant party, any decision of the Authority in the event of a finding of a breach of the Code.

35.3 Advertisers of Premium Services must ensure that Consumers are not misled on the nature and charges relating to the service being advertised.

35.4 Advertisers must ensure that in the Advertisements of Premium Services:

- a. call/messaging charges (inclusive of all taxes) are clearly stated;
- b. prices are noted in the form of numerical price per minute for time based/charged services or the relevant charge unit or the total maximum cost to the Consumer;
- c. written and textual pricing information must be legible, prominent, and presented in a way that is clear to Consumers;
- d. spoken pricing information must be easily audible, discernible and easily understood and the tariff must be stated with the same voice, the same tonality and in a way that is clear to the average listener;
- e. in the case of advertisements transmitted on television or other audio-visual- format, the pricing information must be spoken as well as visually displayed;
- f. the price per minute/call must be displayed whenever a Premium Telephone Number or Premium SMS Code is displayed.

35.5 Irrespective of the length of the Advertisement and regardless of its nature, the Advertiser shall ensure at minimum, that every Premium Services Advertisement includes clearly the tariff of the service.

35.6 Advertisers of Premium Services must include in the Advertising Material a non- premium cost method for Consumers to contact the entity legally responsible for providing the Premium Service in order to resolve disputes, termination of the provision of the Premium Service and/or requiring the removal of their details, where appropriate, from their contact lists.

36. Consumer Obligations

Advertisements must state any obligations that the Consumer may have in buying the Advertised Applicable Product or Service such as for example, any minimum commitment/contract period along with any special terms, and any repercussions that arise from Consumers breaching these provisions, such as for example the liability for an early termination charge. Where it is not possible to include the relevant obligations in the Advertisement the Advertiser must:

- a. include a statement such as “subject to minimum contract period” or such other appropriate words so as to alert them of the obligation; and
- b. ensure that all the relevant details are supplied to the Consumer before they enter into a contract.

PART 03.
**REVOCATIONS,
EFFECTIVE DATE,
TRANSITIONAL
PROVISIONS AND
PROCEDURES**

Part 03. Revocations, Effective Date, Transitional Provisions and Procedures

37. Revocations

The Guidelines on Advertising, Marketing and Branding – Telecommunications Products and Services matter are hereby revoked and shall be replaced by the Code. For the avoidance of doubt this revocation does not apply to any other aspect of the Decision and Orders issued under the same subject matter.

38. Effective Date and Transitional Provisions

38.1 The Code shall become effective upon its publication and Advertisers must ensure compliance with immediate effect save where it provides otherwise.

38.2 Service Providers shall ensure that in relation to the obligations arising from Articles 23 and 73 of the Code and for any agreements that are already in place, that necessary actions to comply with these are completed within one hundred and twenty (120) calendar days from the date of the publication of the Code. Within seven (7) calendar days of the expiry of the one hundred and twenty (120) calendar days, if not earlier, Service Providers shall confirm, in writing, to the Authority that all necessary actions have been completed. To avoid the creation of a regulatory vacuum, for the cases that fall within Articles 23 and 73 of the Code, during the one hundred and twenty (120) calendar days period within which Service Providers must ensure that the necessary actions to comply are completed, the provisions that applied prior to the publication of the Code shall remain in force.

38.3 Advertisers shall ensure that within sixty (60) calendar days from the date of publication of the Code any existing Advertising Material, that is to say Advertising Material that can be shown that it was already in use or ready for use

on the date of publication of the Code, and which is not in compliance with it, must be amended so as to comply with the Code or must be withdrawn. To avoid the creation of a regulatory vacuum, for such Advertising Material during sixty (60) calendar days period the provisions that applied prior to the publication of the Code shall remain in force.

39. Procedures

The Authority may specify procedures in relation to any matter pertaining to the application of the Code including but not limited to procedures for the filing and handling of complaints relating to possible breaches of the Code.

