T-MOBILE ADVERTISEMENTS – DECISION OF UOKiK

* **The advertisements used by T-Mobile in its campaign “The first true no limit” concerning the Heyah network was liable to mislead consumers.**
* **The operator displayed the price of PLN 49.98 and concealed the fact that it was limited to 3 months only and applied only if customers agreed to receive marketing communication and electronic invoices.**
* **The network owner, the T-Mobile company, voluntarily undertook to grant compensation to consumers who took advantage of the promotional offer**

**[Warsaw, 16 April 2018]** Between 21 July and 30 September 2015, T-Mobile Polska conducted an advertising campaign on television, the radio and the internet under the banner of “The first true no limit”. It encouraged clients to take advantage of unlimited domestic telephone calls, text messages, multimedia messages and data transfer as part of the SMART XL package for Heyah subscribers.

The advertisements enticed customers with the price of PLN 49.98. However, the radio and internet versions failed to include the information that after 3 months the amount of PLN 19.99 would be added to the subscription as a fee for the unlimited data transfer, while the television version displayed it in an illegible manner (small white font against a light-coloured background) The situation was identical in the case of the information that the price of PLN 49.98 included discounts for agreements to receive marketing communication (PLN 4.99) and electronic invoices (PLN 4.99). After seeing or hearing the advertisement, clients might have been unaware that if they failed to grant such consents, they would be obliged to pay more – PLN 59.96 for the first 3 months and PLN 79.95 afterwards.

*“These advertisements were liable to mislead consumers about the actual, total fee for all services. If a price is subject to any limitations, such as time limitations, consumers must know about it. Otherwise they may mistakenly believe that the amount specified in the advertisement is exceptionally attractive when in fact they received incomplete information,*” says Marek Niechciał, President of the Office of Competition and Consumer Protection (UOKiK).

Moreover, it should be noted that in the impugned decisions T-Mobile emphasised the fairness of its offer in comparison with other telecommunications operators. For example, the radio commercial “Everything/Kiss” had the speaker read the following message: “*Others promise you unlimited everything. WE CLARIFY! Not everything if it’s only calls while your data transfer is limited. But Heyah subscribers can take advantage of THE FIRST TRUE NO LIMIT for everything for 49.98! Buy on heyah.pl.* At the same time, **the message lacks any information about the fact that the price applies only for a limited time and on condition that certain consents are granted.**

UOKiK concluded that the practices of the company may have infringed the collective interests of consumers. T-Mobile avoided a fine as it had ceased broadcast of the advertisements impugned by the President of UOKiK and undertook to remove the effects of its practices.

**Have you signed an agreement under the offer “The first true no limit for data transfer, telephone calls, text messages and multimedia messages” available for the SMART XL package for Heyah subscribers?**

**If you have not terminated it yet, you can expect:**

* removal of the obligation to pay the fee for unlimited data transfer (PLN 19.99 per month) for the remaining term of your agreement, that is until you terminate it, as well as reimbursement of the fees you have paid until now for this service,
* a monthly discount of PLN 4.99 for the remaining term of your agreement, even if you did not agree to receive invoices in electronic form only, as well as reimbursement of the amounts you have paid until now in connection for failure to provide such consent,
* a monthly discount of PLN 4.99 for the remaining term of your agreement, even if you did not agree to receive marketing communication, as well as reimbursement of the amounts you have paid until now in connection for failure to provide such consent.

**If your agreement is no longer in force, you shall be entitled to reimbursement of the previously paid amounts:**

* PLN 19.99 per month for unlimited data transfer,
* PLN 4.99 per month if you did not agree to receive invoices in electronic form only,
* PLN 4.99 per month if you did not agree to receive marketing communication.

**As a consequence of the decision of the President of UOKiK, existing customers shall pay the price of PLN 49.98 promised by the advertisements until the end of the term of their agreement. Furthermore, all consumers who took advantage of the promotional offer of the company shall at any time be entitled to reimbursement of the amounts already paid above the price specified in the advertisement.**

T-Mobile is obliged to send registered letters to all the persons concerned, including the ones who have stopped using its services already. The letters shall inform customers about the decision of the President of UOKiK and the manner in which the fees shall be reimbursed. The company shall reimburse the money within 21 days following the date a given consumer indicated his or her bank account number. For more details on the conditions under which compensation shall be granted, please contact the network operator.

Furthermore, the company shall publish a statement in the mass media (television, the radio, press, the internet) in which it shall inform that the advertising for the campaign under the banner of “The first true no limit” was liable to mislead consumers.

**Additional information for the media:**

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