

THE CODE COMPLIANCE PANEL OF PHONEPAYPLUS

TRIBUNAL DECISION

Thursday 15 October 2009
TRIBUNAL SITTING No. 38/ CASE 2
CASE REFERENCE: 811705/AO

Service provider:	Ericsson IPX AB, Sweden
Information provider:	Mediahub Oy, Finland
Type of service:	Web-to-mobile subscription-based competition service
Service title:	'smswinner.net'
Service numbers:	64546 and 60032
Cost:	£2 per question received plus subscription charge (unknown)
Network operator:	All Mobile Network Operators
Number of complainants:	6

THIS CASE WAS BROUGHT AGAINST THE SERVICE PROVIDER UNDER PARAGRAPH 8.6 OF THE CODE

BACKGROUND

The PhonepayPlus Executive (the 'Executive') received six complaints from members of the public regarding an SMS quiz service which offered prizes to those who could answer eight questions in the quickest time. One complainant stated to have received charged text messages after sending the 'STOP' command.

The Executive monitored the website smswinner.net and discovered various potential breaches of the Code. The monitoring of the service, and the message logs provided by the Information Provider, indicated that the 'STOP' command did not work, as further chargeable text messages were being received after the user sent 'STOP' and 'STOP ALL' to the shortcode on which the service was operating. Consequently, the Emergency Procedure was invoked by PhonepayPlus on 21 September 2009 which required the Service Provider to switch off the service.

(i) Monitoring the service

The Executive monitored the service on two occasions using separate mobile phones.

On 18 August 2009, the Executive visited the website 'smswinner.net' and selected a competition ('Trip to Japan worth £2300'), answered the simple question in 'step 1' and entered the monitoring mobile number on the web page in 'step 2'. Following receipt of the two free instructional messages on the mobile phone, the Executive received and answered the eight questions via SMS messages. The Executive then received the following free text message twice in succession:

"Competition is ending. The next competition is starting tomorrow. The prize is a trip to Japan"

On 24 August, the Executive sent 'STOP' and received a free text message stating "Your subscription had ended..." However the message logs provided by the Information Provider showed that two further chargeable service text messages, costing £2 each, were sent on 27 August and 12 September.

Following receipt of the message logs from the Information Provider, the Executive re-monitored the service on 18 September by entering the same competition again. As soon as the first chargeable text message was received (first competition question), the Executive sent 'STOP ALL'; however, it received a further chargeable MT message, costing £2, on 21 September.

(ii) The Investigation

The Executive conducted this matter as an Emergency Procedure investigation in accordance with paragraph 8.6 of the Code after the Executive established that the 'STOP' command did not function correctly because further charged text messages were being sent after 'STOP' command. The Service Provider was contacted on 21 September 2009, and was requested to switch off the service immediately whilst the Mobile Network Operators were directed to withhold revenues.

The Executive sent a breach letter dated 25 September 2009 to the Service Provider raising potential breaches of paragraphs 5.1.1, 5.7.1, 5.8, 7.6.2a-b, 7.6.4b, 7.6.5, 7.6.7a, 7.12.3a-b, 7.12.4a-f, 7.12.5 and 7.12.6a of the PhonepayPlus Code of Practice (11th Edition Amended April 2008) ('the Code'). The Service Provider provided a formal response to the breach letter on 2 October 2009.

The Tribunal made a decision on the breaches raised by the Executive on 15 October 2009, having heard informal representation from the Service Provider and its representatives.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH ONE

PRIOR PERMISSION (Paragraph 5.1.1)

'PhonepayPlus may require that particular categories of service must not be provided without its prior written permission for any service within that category. PhonepayPlus will give reasonable notice of such a requirement and the category of service to which it applies, and will publish a full list of such service categories from time to time. Prior permission may be granted subject to the imposition of additional conditions. Such permission may be withdrawn or varied upon reasonable grounds and with notice in writing.'

1. The Executive submitted that the 'smswinner' service was a subscription-based service which cost consumers £2 per text message. The competition was based on users answering eight questions in the quickest possible time and it appeared that, once one competition ended, users were automatically entered into the next competition until the user sent 'STOP'.

The Executive submitted that the message logs provided by the Information Provider showed that consumers who had entered the competition, but had not participated (i.e. did not answer any of the questions), received all their eight questions in quick succession either on the same day, or over two days. Furthermore, consumers who

played the competition would receive a question as soon as they had answered the previous question and, as the competition was primarily about answering eight questions in the quickest possible time, this meant that consumers could receive eight questions in one day.

The Executive submitted that, on 22 January 2009, PhonepayPlus issued a Prior Permissions Notice in respect of subscription charges that read as follows:

“Service providers are required to apply for a prior permission license to offer services carrying a subscription charge and/or joining fee which costs a consumer more than £4.50 in any seven day period of operation in respect of each information provider to which they provide an interconnect for such services. Alternatively service providers can require information providers to complete and pay for an application which they must countersign. Such services operating without a licence after 4 March 2009 will be considered to be in breach of the 11th PhonepayPlus Code of Practice”

In light of the fact that the cost of this subscription service exceeded £4.50 per week (with evidence that some consumers had paid £16 in just one day), the Executive submitted that there had been a breach of paragraph 5.1.1 of the Code.

2. The Service Provider stated it was understandable why the Executive thought the service was being charged in excess of £4.50 and, therefore, subject to prior permission, but the fact was that the service was only charged at two £2 text messages per week – with a maximum cost of £4 – and was therefore not subject to any prior permission requirements.
3. The Tribunal considered the evidence and concluded that, on the basis of some of the examples from the message logs highlighted by the Executive for the period of May and June 2009, some users were charged in excess of £4.50 per week for the subscription service and, therefore, this was a service which required prior permission. The Tribunal upheld a breach of paragraph 5.1.1 of the Code.

Decision: UPHELD

ALLEGED BREACH TWO PRICING INFORMATION (COST) (Paragraph 5.7.1)

‘Service providers must ensure that all users of premium rate services are fully informed, clearly and straightforwardly, of the cost of using a service prior to incurring any charge.’

1. The Executive submitted that, according to the Information Provider’s ‘8.3.3’ response, as well as message logs and the Executive’s monitoring experience, there were eight questions in each competition.

It submitted that on the homepage of the ‘smswinner’ website, where consumers selected their chosen competition, the following was stated:

“SMS price £2. Prize worth £4,000”

The Executive made reference to the next page on the website (811705_5.7.1_App A) and submitted that, where the user was required to answer a question relating to the competition selected, and where the user was required to enter their mobile phone number, it stated the following:

“To win this great home theatre, simply enter the competition and answer 2 general quiz questions”

The Executive made reference to the last step of entering the competition and submitted that, where users were given the keyword and shortcode to enter the competition, it stated the following:

“One SMS price is £2”

In the order information, further below, and in smaller print, it stated the following:

“The price of the service is £2 /received question. One competition consists of 2 questions. The fastest competitor to answer all questions correctly wins the prize....”

The terms and conditions also alluded to the fact that there were two questions in the competition by stating *“A competition consists of two questions...”*

The Executive submitted that, as the website and terms and conditions stated *“answer two general quiz questions”* and *“competition consists of two questions”*, the website did not fully inform, clearly and straightforwardly, of the cost of using a service prior to incurring any charge.

2. The Service Provider stated that all competitions used to consist of eight quiz questions. However, this was changed to two questions as of 21 July 2009. It submitted that the terms and conditions were updated at a later stage.
3. The Tribunal considered the evidence and noted the Service Provider’s assertion that the service had consisted of only two competition questions (at £2 each) from 21 July 2009 onwards, and that the website (App A) had been subsequently updated to reflect this. However, based on the evidence from the Executive monitoring exercise on 14 August 2009, which showed that a PhonepayPlus monitoring mobile phone had received a service text message which stated that the user would receive eight quiz questions, the Tribunal concluded that the website and the service text message were contradictory in relation to the number of questions involved. The Tribunal concluded that consumers had not been fully informed, clearly and straightforwardly, of the cost of using a service prior to incurring any charge. The Tribunal upheld a breach of paragraph 5.7.1 of the Code.

Decision: UPHELD

ALLEGED BREACH THREE CONTACT INFORMATION (Paragraph 5.8)

‘For any promotion, the identity and contact details in the UK of either the service provider or information provider, where not otherwise obvious, must be clearly stated. The customer service

phone number required in paragraph 3.3.5 must also be clearly stated unless reasonable steps have previously been taken to bring it to the attention of the user or it is otherwise obvious and easily available to the user.'

1. The Executive referred to the message logs provided by the Information Provider which showed that chargeable service text messages were sent after the 'STOP' command had been sent. These messages had wording similar to the following:

"Check out new SMS competitions for September. Top prizes awarded"

The Executive submitted that the above message was a promotional text message and, as such, should have contained the identity and UK contact details of either the Service Provider or Information Provider, especially in light of the fact that consumers who had sent 'STOP' would not be aware of whom the message came from.

2. The Service Provider stated that its UK customer support number was available on the smswinner.net webpage and was clearly seen under the 'Contact' section.

The Service Provider stated that it would ensure that all text messages were compliant and had the necessary contact information in line with the Code, but that full contact information was available on the website.

3. The Tribunal considered the evidence and concluded that users had received a promotional text message in relation to the service which did not contain the identity or the UK contact details of the Service Provider or the Information Provider. The Tribunal upheld a breach of paragraph 5.8 of the Code.

Decision: UPHELD

ALLEGED BREACH FOUR PROMOTIONAL MATERIAL (COST) (Paragraph 7.6.2a-b)

'Promotional material for competition services which generally cost more than £1 must clearly display:

- a. the cost per minute and likely playing time, or the full cost of participation,*
- b. details of how the competition operates and an indication of any tie-breakers.'*

1. The Executive submitted that all of the following were promotional material for this service:

- 1) the website smswinner.net;
- 2) the free message received after the eight questions stating *"Competition is ending. The next competition is starting tomorrow The prize is £4,000 Money"*; and
- 3) the chargeable message received after the failed 'STOP' command, stating *"Check out new SMS competitions for September. Top prizes rewarded"*.

The Executive submitted that the website incorrectly stated that the users would be required to answer two quiz questions, when actually they received eight questions per

competition (which continued until the service was terminated). This meant it did not properly explain the cost of participation or the likely playing time. Further, the free promotional text message, and the text message received after the 'STOP' command, did not contain any information regarding the cost of participation. The Executive therefore submitted that the promotional material did not clearly display: the likely playing time, the full cost of participation or adequate details of how the competition operated.

2. The Service Provider stated that all competitions had originally consisted of eight quiz questions. However, this was changed to two questions as of 21 July 2009. It stated that the terms and conditions were then updated at a later stage.

It stated that the Information Provider had now been advised and would be monitored to ensure full compliance with the Code in relation to the required information.

3. The Tribunal considered the evidence and concluded that the website, the free text message and the chargeable text message which users had received after the 'STOP' command had been sent, all failed to inform the user of the full cost of participation in the service or provide details of how the competition operated. The Tribunal upheld a breach of paragraph 7.6.2a-b of the Code.

Decision: UPHELD

ALLEGED BREACH FIVE INFORMATION DISCLOSURE (Paragraph 7.6.4b)

'The following additional information must also be made readily available on request, if not contained in the original promotional material:

b. how winner information may be obtained,'

1. The Executive submitted that promotional material for this service did not state how winner information could be obtained.
2. The Service provider stated that the winners of each competition were contacted directly by phone. It stated that the list of winners' phone numbers could be found on the smswinner.net website. It stated that, as a result of the availability of this information, it did not believe that there had been a breach of the Code.
3. The Tribunal considered the evidence and concluded that the Executive had not provided any evidence which indicated that the list of winners would not have been made available by the Service Provider had it been requested. The Tribunal did not uphold a breach of 7.6.4b of the Code.

Decision: NOT UPHELD

ALLEGED BREACH SIX COMPETITION CLOSURE (Paragraph 7.6.5)

'Except where there are only instant prize-winners, promotional material for competition services must state when the competition closes. 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.'

1. The Executive submitted that the website showed current open competitions and those competitions that had already ended; however, it did not indicate when each of the open competitions would close.

The Executive submitted that the website's terms and conditions stated as follows:

Point 6 - *"At the end of each competition players are informed via SMS about their winning status"*

Point 10 - *"Participants are allowed to enter a competition during the stated dates of the tournament. Please refer to competition details for more information about competition opening and closing dates"*

The Executive submitted that, although point 10 referred the user to the competition details in order to establish the opening and closing date of the competition, this information was not provided in the competition details and it followed that the promotional material had therefore not stated when the competitions would close (811705_7.6.5_7.12.3a-b App B).

2. The Service Provider stated that customers were informed about the competition closing date via automatic text messages which informed them that the competition closing date was the following day.

It stated that it had also advised the Information Provider that the information supplied could be more clearly explained.

3. The Tribunal considered the evidence and found that the website had directed the user to the competition details in order to inform themselves as to the opening and the closing date of the competition. However, none of the promotional materials, including the website page (App B), had stated when the competitions closed. The Tribunal upheld a breach of paragraph 7.6.5 of the Code.

Decision: UPHELD

ALLEGED BREACH SEVEN COMPETITION TERMS (Paragraph 7.6.7a)

*'Service providers must ensure that:
prizes are awarded within 28 days of the closing date, unless a longer period is clearly stated in the promotional material,'*

1. The Executive submitted that Point 23 of the competition section of the terms and conditions on the website stated as follows:

“Winners will be announced within 365 working days from the end of the competition final. All winners will be contacted directly by phone. Names of competition winners will be published on the SMSWinner website”

It submitted that, due to the length of time stipulated in the terms and conditions, it was of the opinion that such a onerous provision, so far removed from the ‘28 days’ recommended by the Code should not be located at point 23 in the terms and conditions, where users were required to scroll down several times. The Executive submitted that this longer period had, therefore, not been clearly stated in the promotional material.

2. The Service Provider stated that it would advise the Information Provider that all prizes must be awarded within 28 days of the closing as required under the Code.
3. The Tribunal considered the evidence and concluded that, because the ‘365 working days’ period for announcing winners was very unusual and so far removed from the 28-day period stated within the Code, this term had not been stated sufficiently and clearly in the promotional material. The Tribunal upheld a breach of paragraph 7.6.7a of the Code.

Decision: UPHELD

ALLEGED BREACH EIGHT PROMOTIONAL MATERIAL (SUBSCRIPTIONS) (Paragraph 7.12.3a-b)

‘Promotional material must:

- a. clearly indicate that the service is subscription based . This information should be prominent and plainly visible and/or audible to consumers*
- ,b. ensure that the terms of use of the subscription service (e.g. whole cost pricing, opt-out information) are clearly visible and/or audible.’*

1. The Executive submitted that users were required to click through four pages on the website (App B), and to enter their mobile phone number, before they were informed that the service was subscription-based. Even at this point, the information was in considerably smaller text, in comparison to the keyword and shortcode.

The Executive also submitted that the terms and conditions made no clear reference to the fact that the service was subscription-based and the ‘FAQs’ page merely alluded to a subscription service by stating *“How can I stop my subscription?”*, and then answered this question by making reference to a ‘membership’ by stating *“To stop your membership in the competition club...”*

The Executive submitted that the ‘STOP’ command was documented in point 23 of the competition section of the terms and conditions, where it stated that: *“Users may terminate their participation in the subscription at any time by sending keyword STOP together with the competition keyword to a short code e.g. MEGA STOP to 60032”*. Users were required to scroll down several times, and this was aggravated by the fact that this prescribed method of stopping the service appeared not to work, according to the message logs provided by the Information Provider.

The Executive was, therefore, of the opinion that this neither clearly indicated that the service was subscription-based, nor ensured that the terms of use of the subscription service (e.g. whole cost pricing, opt-out information) were clearly visible.

2. The Service Provider stated that the Code did not contain any provisions regarding the size or type of font, or the position of the text on the web-page, which should be used to display the service pricing information. It stated it believed that the view of the Executive was subjective.
3. The Tribunal considered the evidence and concluded that, as submitted by the Executive, the subscription information under the box where users entered their mobile phone numbers was in small writing and was, therefore, not prominent (App B). The Tribunal also found that the information situated underneath the box was not plainly visible. The Tribunal upheld a breach of paragraph 7.12.3a-b of the Code.

Decision: UPHELD

ALLEGED BREACH NINE SUBSCRIPTION CONFIRMATION MESSAGES (Paragraph 7.12.4a-f)

'Users must be sent a free initial subscription message containing the following information before receiving the premium rate service:

- a. *name of service,*
- b. *confirmation that the service is subscription-based,*
- c. *what the billing period is (e.g. per day, per week or per month) or, if there is no applicable billing period, the frequency of messages being sent,*
- d. *the charges for the service and how they will or can arise,*
- e. *how to leave the service,*
- f. *service provider contact details.'*

1. The Executive submitted that all the competition questions received by users were charged at £2 per question. After having entered the keyword from the website, users received two free text messages. These were instructional text messages, telling users how to play the competition, and had wording similar to the following:

"Welcome. You will need to answer 8 questions correctly to win the prize. Total time used to answer the questions will be counted and the fastest will win"

and

"How to answer the questions. After receiving a question you must answer it using the correct format, for example: MAX 1A and send it to 60032"

The Executive submitted that, following these two free instructional text messages, users received their first chargeable text message marking the start of the competition and their first competition question. The Executive submitted that, as the two free text messages which the user received prior to incurring a charge did not contain the required information as stipulated in the Code, and were followed by chargeable text messages, users of this service had not received the required subscription initiation text message.

2. The Service Provider stated that it agreed that this issue required correction, and the Information Provider had now adopted the required text for subscription text message flows. It asked that the Tribunal note that this required text was prescribed under the 'Mobile Operators' Code of Practice' and not in the PhonepayPlus Code of Practice
3. The Tribunal considered the evidence and concluded that the only messages received by users prior to the first chargeable service message were the two instructional messages referred to by the Executive. The Tribunal noted that these messages did not contain the information required by paragraph 7.12.4a-f and, therefore, upheld a breach of this paragraph of the Code.

Decision: UPHELD

**ALLEGED BREACH TEN
SUBSCRIPTION REMINDER MESSAGES (Paragraph 7.12.5)**

'Once a month, or every time a user has spent £20 if that occurs in less than a month, the information required under paragraph 7.12.4 above must be sent free to subscribers.'

1. The Executive submitted that the 'smswinner' competition was a subscription service and, therefore, users should have received a free text message containing the information (stipulated in paragraph 7.12.4 of the Code) once a month, or every time a user had spent £20, if that occurred in less than a month.

The Executive submitted that the message logs provided by the Information Provider showed that users had not received the required free text message, despite having been billed more than £20 in less than a month.

It made reference to specific examples in the message logs, including one complainant who received 17 questions costing £2 each before that user sent the keyword 'STOP', and submitted that at no stage had the user received a free reminder text message, despite having been billed a total of £34. The Executive also provided the example of a user who received 20 questions costing £2 each and, again, submitted that at no stage had the user received a free reminder text message, despite having been billed a total of £40.

2. The Service Provider stated that it agreed that the subscription reminder text message must be sent, and the Information Provider now had the information required as to how to implement this requirement of the Code.
3. The Tribunal considered the evidence and concluded that subscribers to the service had not received any subscription reminder text messages, either once a month, or after they had spent £20. The Tribunal upheld a breach of paragraph 7.12.5 of the Code.

**ALLEGED BREACH ELEVEN
'STOP' COMMAND (Paragraph 7.12.6a)**

'a. After a user has sent a 'STOP' command to a service, the service provider must make no further charge for messages.'

1. The Executive submitted that it had monitored the service on two separate occasions using different monitoring phones.

It submitted that, on the first occasion, the service was monitored on 14 August 2009. The message logs for this mobile phone, requested from the Service Provider, showed two chargeable text messages costing £2 each were sent to the monitoring phone on 27 August 2009 and 12 September 2009, despite the Executive having sent 'STOP' on 24 August 2009.

The Executive also submitted that the Information Provider's message logs for certain complainants showed that, after these complainants had sent the 'STOP' command, they received the 'STOP' confirmation text message, informing them that their subscription had ended, but then received two further chargeable text messages costing £2 each.

It submitted that the message log of one complainant showed that the complainant had texted 'MAX STOP' (which according to the website terms and conditions should have stopped the service) but, in the absence of the text message showing their subscription had ended, received the same two chargeable text messages that other consumers had received after they had sent the word 'STOP'.

The Executive submitted that, following receipt of the message logs, the Executive monitored the service again using a different monitoring phone on 18 September. It submitted that, having entered the service and upon receipt of the first text message, the Executive had texted 'STOP ALL' and received a text message stating the subscription had ended. However, on 21 September 2009, it received a chargeable text message costing £2 that stated as follows:

"New top prizes available in sms trivia game. Play now to win"

The Executive submitted that both the Information Provider message logs and the in-house monitoring clearly indicated that chargeable text messages had been sent by the service after users had sent the 'STOP' command.

2. The Service Provider stated that the promotional text messages were sent due to an error in the platform settings which accidentally sent out chargeable promotional text messages. It stated that this had been a human error and it had been fixed.

It stated that the evidence of the message log confirmed that the 'STOP' command had worked and that, had it failed, there would have been no acknowledgement of the 'STOP' command at all.

It stated that the Executive had mistakenly believed that the 'STOP' command did not work as a user had received a billed post-subscription marketing text message, which should have been free. The Service Provider stated that this had been the error and that the 'STOP' command had worked perfectly well.

It stated that it was of the opinion that this alleged breach should not be upheld, as the message logs categorically proved that, in light of the acknowledgements sent, that the 'STOP' command request had worked.

It also noted that the Executive's first monitoring phone number had not been charged and the message logs provided by the Service Provider confirmed this and, as such, it was incorrect to submit that a charge had been incurred.

3. The Tribunal concluded, on the basis of the evidence provided, that users had been sent chargeable text messages after they had sent the 'STOP' command to the number designated by the service. The Tribunal reminded the Service Provider that paragraph 7.12.6a of the Code was not about "failure of the 'STOP' command", but was contravened if the user received any further chargeable messages after the 'STOP' command had been sent, regardless of the whether or not the Service Provider considered that the 'STOP' command had functioned properly. The Tribunal also noted that the fact that several users (including the Executive) who had been sent chargeable messages after the 'STOP' command had not actually been charged (due to lack of credit on their phone, or other technical issues), did not avoid the breach, since charged messages had still been sent by the Service Provider after the 'STOP' command. The Tribunal upheld a breach of paragraph 7.12.6a of the Code.

Decision: UPHELD

SANCTIONS

The Tribunal's initial assessment was that, overall, the breaches taken together were **very serious**.

In determining the sanctions appropriate for the case, the Tribunal took into account the following aggravating factors:

- The Service Provider's behavior was reckless in relation to its general responsibilities under the Code.
- The cost paid by individual consumers was high – several users were charged £16 per day for the service and one user spent £41 in total.
- Concealed subscription services have been singled out for criticism by PhonepayPlus.
- The Service Provider's breach history.

In mitigation, the Tribunal noted the following factors:

- The breach of paragraph 7.12.6a of the Code ('STOP' command) appeared to have been inadvertent in nature, as far as the Service Provider was concerned.

Having taken into account the aggravating and mitigating factors, the Tribunal concluded that the seriousness of the case should be regarded overall as **very serious**.

Having regard to all the circumstances of the case, including the number and seriousness of the Code breaches, and the revenue generated by the service, the Tribunal decided to impose the following sanctions:

- Formal Reprimand;
- A fine of £100,000 (comprising £80,000 in respect of the upheld breaches, and £20,000 in respect of the Service Provider's breach history);
- The Tribunal ordered that claims for refunds are to be paid by the Service Provider for the full amount spent by users, except where there is good cause to believe that such claims are not valid.

The Tribunal strongly urged the Service Provider to actively consider its general responsibilities under the Code, including under Paragraph 3.1.1.

APPENDIX A

Screenshot of the website smswinner.net

http://www.winner.net/AA/landing/code-japan? - Windows Internet Explorer

http://www.winner.net/AA/landing/code-japan?b


File Edit View Favorites Tools Help

Favorite Contact (2) Contact Ferga Inatub Intel Part project It the Fraud helpline Hologate investigation Speculation Welcome to PharmacyPlu...

http://www.winner.net/AA/landing/code-japan?b

LAST STEP:

Send SMS **SUPER** to number **60032**



This service is subscription service. One SMS price is €2

ORDER #FORSH7(2): The price of the service is €2 received question. One competition consists of 2 questions. The fastest competitor to answer all questions correctly wins the prize. The winner is contacted personally. One competition period is 7 days. Customers will be informed about the new competition periods by SMS. This is a subscription service. To stop the subscription text SUPER STOP to short code 60032. A person under 18 years of

START

START Microsoft Office 2003 SP2 Winner_PTH SPONSORS IT PharmacyPlu... Http://www.winner... Document - PTH

Internet 100%

11:54

APPENDIX B

Screenshot of the website smswinner.net

