

# THE CODE COMPLIANCE PANEL OF PHONEPAYPLUS TRIBUNAL DECISION

Thursday 5 August 2010 TRIBUNAL SITTING No. 59 / CASE 2  
CASE REFERENCE: 824807

Service provider & area:	Ericsson (IPX) AB, Sweden
Information provider & area:	Playphone Europe Limited, London
Type of service:	Mobile content subscription services
Service title:	Playphone (various)
Service number:	82525 and 62929
Cost:	82525 - £1.50 per message received (£4.50 per week) 62929 – Free (regulatory and other free service text messages)
Network operator:	All Mobile Network Operators
Number of complainants:	45

## THIS CASE WAS BROUGHT AGAINST THE INFORMATION PROVIDER UNDER PARAGRAPH 8.7 OF THE CODE

### BACKGROUND

PhonepayPlus received 45 complaints from members of the public between October 2009 and May 2010 regarding services provided by Playphone Europe Limited.

Complainants stated that they had registered their personal details with the job website 'workjobs.net' or the 'free-cycle' website 'freemesa.org' (a service that enables people to exchange unwanted household goods in their local area free of charge). Both websites required consumers to create an account in order to become a registered user. When all the relevant personal detail fields had been populated and the 'Create Account' tab had been clicked, a further screen then appeared, requesting that consumers again enter their mobile phone number and click an on-screen button entitled 'SUBMIT AND CONTINUE TO NEXT PAGE'.

Once users had completed this process, they received a free text message that read as follows:

*"Playphone: Reply Yes to 62929 to confirm your number now!"*

When users replied "yes" to shortcode 62929, they were signed up to subscription services for various mobile content, which were charged at £4.50 per week.

### Promotional Methods

The Executive monitored the websites 'freemesa.org' (Appendix A) and 'workjobs.net' (Appendix B). Although versions of the service could be accessed directly from the Playphone websites (Method 1), these two websites were the other route of entry into the Playphone services (Method 2). The Executive was also able to provide an example of the Playphone website promotion once the click-through promotions had been followed (Appendix C).

### The Investigation

The Executive conducted this matter as a Standard Procedure investigation in accordance with paragraph 8.5 of the Code.

The Service Provider responded to both of the Executive's requests for information dated 12 May and 21 May 2010.

The Executive received a response to the breaches raised in its letter of 10 June 2010 on 18 June 2010 following the agreement of an Information Provider undertaking also dated 10 June 2010.

The Tribunal made a decision on the alleged breaches raised by the Executive on 5 August 2010, having heard an Informal Representation from both the Information Provider and the Service Provider.

## **SUBMISSIONS AND CONCLUSIONS**

### **ALLEGED BREACH ONE FAIRNESS (MISLEADING) (Paragraph 5.4.1a)**

*"Services and promotional material must not:*

*a mislead, or be likely to mislead in any way "*

1. The Executive made reference to the route of entry into the service that involved users entering their details into an unrelated website and subsequently receiving a text message (Method 2). It submitted that the alleged breach related to this route of entry only, i.e. the website pages of 'freemesa.org' (Appendix A) and 'workjobs.net' (Appendix B).

The Executive made reference to the websites 'workjobs.net' and 'freemesa.org' as examples of this method of entry (it noted that, although there had been other websites, these two websites had been the subject of complaint). It submitted that complainants had stated that, after entering their personal details to register with the respective websites, they were asked to confirm their mobile phone number by entering it into the entry field (Appendix A and B). It submitted that consumers had presumed that this step had been a further part of the registration process and had applied the same logic to the text message that immediately followed, which prompted complainants to reply "Yes" upon inadvertently entering them into a subscription service.

The Executive made reference to several complainants and quoted complaints and complainant summaries, examples of which were as follows:

17 February 2010

*"I signed up to freemesa yesterday (www.freemesa.org ) and as part of the registration process a subscription to Playphone was activated on my behalf using my mobile number. I am very upset by this as it has used my personal details to create an account for a pop up advertisement which was covertly displayed within their own terms and conditions acceptance. It sent a text message to my account asking for me to confirm my account which I did as I was under the impression that Freemesa required this to join and Playphone subsequently charged me £4.50 for credits with them that I didn't want."*

17 February 2010

*"I visited the website freemesa.org which is supposed to be a local recycling website. This site asked me to join and at the end of the process I was asked for my mobile phone number, which although I thought odd, I did give. Immediately I was hit with 3 premium rate text messages from Playphone. I unsubscribed (after text 5 above) as soon as I could however these texts came one after the other giving me no time to react until after the 5th arrived. Research via the web shows other people have been hit and supposedly unsubscribed only to be hit again later. I am concerned that 1. I have been charged £4.50 for something I knew nothing about. 2. That although I have unsubscribed I will be hit again in the future. Text messages charging me came from 82525. These cost £1.50 each. Total of £4.50"*

23 February 2010

*'She says that her husband went onto workjobs.net and Top jobs today UKNG. It sent him to workjobs.net and that's where he put all his information into the site and few minutes later they got a text asking them to type 'yes' and send it to 62929. Which he did and it cost him £1.50, and then attempted to send 'STOP' but it failed.'*

9 April 2010

*'The consumer claims to have been misled by a service he tried using online. The consumer claims to have been browsing through a job site, the web address is www.workjobs.net. He carried out a search for jobs, and got results. When he clicked on the results, he was requested to enter his mobile number, after which he received a free message instructing him to reply YES. He did that and was charged for 9 messages at once. The consumer claims that the site didn't indicate pricing, or a cost for anything. I have viewed the site, but it seemed to only allow U.S details to be entered. I relayed the same to the consumer, but he maintains that the site accepted UK details.'*

#### Monitoring of the 'freemesa.org' website

The Executive made reference to its monitoring of the 'freemesa.org' website and submitted that it demonstrated that the service terms and conditions, situated at the top and bottom of the page, had asked consumers to re-enter their mobile phone number.

The Executive submitted that it was of the opinion that consumers would have had the natural expectation that re-entering their mobile phone number would be in relation to signing-up to the 'freemesa.com' website, as opposed to signing-up to a mobile content subscription service.

The Executive also submitted that it was of the opinion that the placing of this extra page directly after the main sign-up page appeared to be a deliberately misleading act. It submitted that this had been exacerbated by the wording being written in red capital letters which may have drawn consumers into thinking that this was an important and urgent action which had to be completed in order to continue and complete their registration to the website. In addition, it submitted that the text message received had contained an exclamation mark, which expressed further urgency and read as follows:

*"Playphone: Reply Yes to 62929 to confirm your number now!"*

It submitted that it was of the opinion that the service may have been designed to deliberately mislead consumers into entering a subscription service.

#### Monitoring of the 'workjobs.net' website

The Executive made reference to its monitoring of the 'workjobs.net' website and submitted that it was of the opinion that not only had the workjobs.net website been highly misleading, but it also had strong doubts concerning the validity of the website and whether it had ever actually offered any jobs.

The Executive submitted that, during its monitoring of the website, the site had contained no legitimate job listings and every job description search term and, in fact, any word entered into the search on the homepage came back with between 500 and 750 results, which it claimed the user would be able to view once he/she had registered with the website.

The Executive submitted that, after consumers had entered their personal registration details into the relevant data fields as requested, they were then taken to a seemingly intermediate page whilst their jobs were loading.

The Executive submitted that, at the top of this page, it stated "*Please Check Out These Preferred Offers Whilst We Generate Your Job Listings*", and there was a 'progress bar' in the top right hand of this intermediate page. It submitted that it had not been possible to bypass this webpage and, should consumers had chosen to 'skip' or 'pass' the screen, they were led to other offer webpages.

It submitted that each new offer page had the user's personal details pre-populated, meaning that all the user had to do was click the "submit" button in order to join the service being promoted. The Executive submitted that the offer pages were operated by a party other than the Information Provider and known as 'smileymedia.com'; furthermore, these offer pages did not return to the 'workjobs.net' website.

The Executive submitted that it was of the opinion that this website was inherently misleading, possibly created for the sole purpose of misleading consumers into subscribing to weekly subscription services.

2. The Information Provider stated that the Internet Advertising Bureau, which describes this form of marketing technique as co-registration, released a white paper on this practice. It stated that its business development and marketing departments, through market research, had found this form of marketing could produce excellent results and wanted to test its effectiveness with the Playphone service.

It stated that having been introduced to 'SmileyMedia' and 'Freemesa' via its US parent company, as trusted web affiliates, it had decided to set up a test campaign with these companies. It stated that this was the first time that it had tested co-registration marketing and also the first time it had worked with this type of company. It stated that, due to its inexperience in these areas, it had been quite dependent on the external advice in terms of the campaign set-up, given the fact that its parent company had already worked with many companies before, and had its own internal compliance and optimisation policies.

The Information Provider stated that it had been responsible for making sure that any information it had provided to these third parties in conjunction with the campaign was compliant, such as the terms and conditions. It stated that it had only had visibility of the web landing pages being used and, therefore, made sure that they displayed the terms and conditions of the service clearly at the top of the page. It said it did not have control over the context in which these landing pages were placed (i.e. the pages the user would see before or after its own landing page).

3. The Tribunal considered the evidence and concluded that, in relation to the freemesa.org website (Appendix A), that the context of the promotion (and in particular the way it had been placed within a wholly unrelated website) was misleading, as consumers would have expected that, when they entered their mobile number on the Playphone landing page, they were still completing their registration details for the freemesa.org website; they would not have expected that they were, in fact, entering into a subscription service. The Tribunal found that, in relation to the workjobs.net website (Appendix B), the combination of the potentially misleading elements of the landing page and the context in which it had appeared was of concern. However, in light of the prominent heading on that landing page which said *“Please check out these preferred offers while we generate your job listings”*, the Tribunal concluded, on a very narrow balance of probabilities, that it did not consider that the landing page was misleading or likely to have misled consumers. The Tribunal upheld a breach of paragraph 5.4.1a of the Code in respect of the freemesa.org website only.

**Decision: UPHELD**

#### **ALLEGED BREACH TWO PRICING INFORMATION (PROMINENCE) (Paragraph 5.7.2)**

*“Written pricing information must be easily legible, prominent, horizontal and presented in a way that does not require close examination. Spoken pricing information must be easily audible and discernible”*

1. The Executive made reference to entry into the service via Method 2 and submitted that the alleged breach related to this route of entry only, i.e. the website pages of ‘freemesa.org’ (Appendix A) and ‘workjobs.net’ (Appendix B).

The Executive was of the opinion that the placing of pricing information within the service terms and conditions, including the use of the same font type as the rest of the information, had meant that it was not easily legible, prominent or presented in a way that did not require close examination.

It was further of the opinion that the pricing information should have been clearly shown next to, or near, the point where consumers had to re-enter their mobile phone number (where applicable) and click “submit”, so an informed decision could have been made by them before being entered into the service.

2. The Information Provider stated that it had had the terms and conditions approved by the Network Operator, O2, to ensure its compliance with the Network Operator’s code of conduct. It stated that the pricing information had been very clearly displayed in the terms and conditions. It made sure ‘Smileymedia’ displayed the terms and conditions before the submit button on the landing pages. It stated that it had thought that, by having the full terms and

conditions, clearly displayed, at the top of the page, above the fold, they would have been easy for a user to see before proceeding.

The Information Provider stated that it had not been its intention to hide the terms and conditions in any way, or to mislead the customer. It stated that it had wanted customers that were engaged with its services and wanted them to be clear on how the offers and services worked, so as to make the most of the content that was available. It stated that, if anyone called to say that they had signed up to the service in error, and it could see that the user had not made any downloads, it offered a full refund.

The Information Provider stated that it had since received copy advice from PhonepayPlus' compliance department and had made changes to all its web landing pages to ensure that pricing information was displayed at the very top of the page, as a header, in bolder and bigger font. It also stated to have added this information directly adjacent to the terms and conditions checkbox and at the bottom of the page. It stated that pricing information was now mentioned at least three times.

3. The Tribunal considered the evidence and concluded that on both the 'freemesa.org' and the 'workjobs.net' websites, the pricing information had required close examination as users had to search for it within the small print of the terms and conditions (Appendix A and B). The Tribunal upheld a breach of paragraph 5.7.2 of the Code.

**Decision: UPHELD**

**ALLEGED BREACH THREE  
SUBSCRIPTION INITIATION (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 made reference to entry into the service via Method 2, i.e. the website pages of 'freemesa.org' (Appendix A) and 'workjobs.net' (Appendix B). It also made reference to the route of entry whereby complainants had entered a service by way of a content-related website without realising there was a cost involved (Method 1) (Appendix C). It submitted that the alleged breach related to both entry routes.

It submitted that, although a free text message had been sent to consumers containing the above information, it was only received after consumers had subscribed to the service and not as a free initial subscription message.

The Executive submitted that the initial text message sent to consumers had read as follows:

*“Playphone: Reply Yes to 62929 to confirm your number now!”*

It submitted that consumers who responded “yes” were sent a free subscription initiation text message; however, when this free subscription initiation text message was received by the respondents, they had already been subscribed into the service (evidenced by the three chargeable subscription text messages that followed shortly afterwards and demonstrated by the message logs).

The Executive submitted that it was of the opinion that the order in which these text messages were sent should play an important factor in these types of services from a consumer’s point of view and was of the opinion that a breach of the Code had occurred.

2. The Information Provider stated that it consulted the PhonepayPlus Code and could not find any specific instructions with regards to the initiation subscription text message, in particular under section 7.12.

It made reference to paragraph 7.12.3 of the Code and stated that it had been of the understanding that the first call to action was when the end-user entered his/her mobile phone number into the entry field on the web landing page. It stated that this was where it was important to have the terms and conditions in clear view and provide pricing information and ‘STOP’ command instructions.

It stated that it was of the understanding that the initiation subscription text message was the equivalent of the welcome text messages.

It stated that, in accordance with paragraph 7.12.4 of the Code, the relevant information was included in the initiation subscription text message which read as follows:

\*\*\*\*\*4745

*[FreeMsg] “You're subscribed to Playphone - 6 CREDITS at £4.50 weekly - you will receive 3 SMS at £1.50 each. Cancel? Txt STOP to 62929. Help? Call”*

The Information Provider stated that this text message had been zero-rated and the end-user had had the opportunity to reply ‘STOP’ to this text message to unsubscribe before any billing text messages were delivered, which did indeed happen in the majority of cases if the user had inadvertently signed up.

It stated that, if a user didn't cancel before receiving the first billing text message, but then contacted customer service to explain that he/she had inadvertently signed up, it would offer a refund as standard procedure.

The Information Provider stated that, as well as to make the service double opt-in, it had required a user text message to ensure it was not possible for a user to be inadvertently signed up by someone else accidentally entering his/her mobile phone number. It stated that this was an additional security measure to protect the consumer. It also stated that the web landing page had had a three-step sign-up process.

It stated that it did not feel that this alleged breach of the Code should be upheld based on its response and also because the Code did not specifically state any of the Executive’s opinions within it. It stated that the Executive’s opinions in relation to this alleged breach of the Code were subjective, whereas if the Code was to provide operators with certainty, it would surely state it formally. It stated

that, if it did not do so, then, in its opinion, industry best practice should count equally.

3. The Tribunal considered the evidence and noted that the Executive had conceded prior to the Tribunal that there had been no actual breach of the Code. It found that, on the evidence, the text message sent to users following the entry of a mobile phone number into one of the websites had simply sought to confirm the website entry and, as such, was not the initiation subscription text message. The subsequent message, which was the initiation message, had contained the information required in paragraph 7.12.4a-f of the Code and had been sent prior to the user receiving the premium rate service. The Tribunal did not uphold a breach of paragraph 7.12.4a-f of the Code.

**Decision: NOT UPHELD**

## **SANCTIONS**

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

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

- The behaviour of the Information Provider was reckless with regard to its operation of a sign-up process for a premium rate service using co-registration on a blind network (i.e. using web landing pages where Information Provider had limited or no control over the content and the context in which those pages appeared). Furthermore, the Tribunal noted the Information Provider's deliberate decision to use this co-registration technique for signing users up to a premium service, rather than simply a means of lead generation for future marketing of its service (the former being much higher in risk in terms of breaches of the Code).
- Concealed subscription services have been singled out for criticism by PhonepayPlus.

In mitigation, the Tribunal noted the following factor:

- The Information Provider stated that it had offered refunds to users.

The Tribunal made the following comments:

- With regard to the Information Provider's submission that it had tried to comply with the rules in advance by seeking compliance advice from the aggregator and PhonepayPlus, the Tribunal noted that the Information Provider had sought compliance advice in relation to an earlier service (using entry Method 1), but it was clear that it had not sought compliance advice prior to operating this service and promoting on the websites 'freemesa.com' and 'workjobs.net' (Method 2).
- With regard to the Information Provider's submission that the breaches had been caused by a third party beyond its control (i.e. Smileymedia), the Tribunal noted that the Information Provider had chosen to relinquish control of its service promotion via the use of a blind network and co-registration process and, as such, there was no mitigation with regards to the actions of the third party.
- The Tribunal noted that the Information Provider had stated that it would have taken steps earlier to address the complaints had PhonepayPlus informed it at



the time that complaints were first received. The Tribunal commented that it had given no weight to this statement, as there was evidence that the Information Provider had been aware of complaints by at least 19 February 2010 and yet did not submit any elements of the service or its promotion to PhonepayPlus for compliance advice until April 2010.

The Tribunal considered the evidence regarding the revenue in relation to this service and decided only to take into account the revenue generated during the time in which the Method 2 promotional methods were being used, i.e. from February 2010-April 2010 inclusive. This meant that the revenue in question fell within the mid range of Band 3 (£100,000 -£250,000).

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

Having regard to all the circumstances of the case, including the revenue of the service, the Tribunal decided to impose the following sanctions:

- A Formal Reprimand;
- A fine of £50,000;
- The Tribunal ordered the Information Provider to remedy the breach by seeking compliance advice in relation to the service and related promotional material (Method 2) within two weeks from the date of publication of this decision and by implementing that advice within two weeks of receipt;
- The Tribunal also ordered that claims for refunds are to be paid by the Information Provider for the full amount spent by all complainants, except where there is good cause to believe that such claims are not valid.

# Appendix A – Screenshots of the mobile phone data entry field and subsequent screen for ‘freemesa.org’.

Free Stuff From the Community, To the Community. All for free. - Windows Internet Explorer

http://www.freemesa.org/create\_accountuk.php

FreeMesa.org  
Freecycling Made Easy!

**Free Pay As You Go SIMs**  
Unlimited free texts to any network plus free mobile access to MySpace  
www.orange.co.uk/Free518

**NHS Organ Donor register**  
By becoming an Organ donor you could save a life. Find more here.  
www.OrganDonation.NHS.uk

**Free O2™ SIM Cards**  
With unlimited calls and texts to each other with £15 monthly top ups  
freemim.o2.co.uk

Ads by Google

My Page | Search | Charities | Settings | Groups | **Spread The Word!** | Monkey Business | Twitter | Logout

**Create Account**

20,000+ Ringtones. Get full access now! Every week you get unlimited use of the Love Match Application and you can choose 6 Ringtones, Games, Videos or Wallpapers from over 10,000 titles, plus 2 BONUS items in the first week. You will receive 3 weekly messages at £1.50 per message on your mobile. From each message you can download 2 items from the Playphone mobile. On your first message you get 2 extra bonus items! Total charged at £4.50 per week plus standard operator SMS/WAP/GPRS charges apply. To unsubscribe at any time text STOP to #9976. Customer Services on 0870 026 4745 or online at uk.playphone.com. You must be 16+ and have the permission of the bill payer to subscribe to the service. Check your phone for compatibility. Ringtones are performed by original artists. For polyphonic ringtones and true tones, artist names are mentioned to help customers identify the track and in no way infer that the ringtones were produced or performed by that artist. Your phone number will be saved in our records so we can recognise you next time you visit the Playphone mobile site. Terms & Conditions | Privacy Policy

**PLEASE ENTER YOUR VALID MOBILE PHONE NUMBER**

07975586026

I agree to **Terms and Conditions**

**SUBMIT AND CONTINUE TO NEXT PAGE**

Skip

Once you are a member of playphone go to <http://uk.playphone.mobi> on your phone to begin using your membership!

Playphone is a subscription service. Every week you get unlimited use of the Love Match Application and you can choose 6 Ringtones, Games, Videos or Wallpapers from over 10,000 titles, plus 2 BONUS items in the first week. You will receive 3 weekly messages at £1.50 per message on your mobile. From each message you can download 2 items from the Playphone mobile. On your first message you get 2 extra bonus items! Total charged at £4.50 per week plus standard operator SMS/WAP/GPRS charges apply. To unsubscribe at any time text STOP to #9976. Customer Services on 0870 026 4745 or online at uk.playphone.com. You must be 16+ and have the permission of the bill payer to subscribe to the service. Check your phone for compatibility. Ringtones are performed by original artists. For polyphonic ringtones and true tones, artist names are mentioned to help customers identify the track and in no way infer that the ringtones were produced or performed by that artist. Your phone number will be saved in our records so we can recognise you next time you visit the Playphone mobile site. Terms & Conditions | Privacy Policy

bonus items! Enter your mobile number below to begin.

You are almost there!

**CHECK YOUR MOBILE**

We have sent a SMS to your mobile!

**Reply YES Now**

[Continue to home page](#)

Playphone is a subscription service. Every week you get unlimited use of the Love Match Application and you can choose 6 Ringtones, Games, Videos or Wallpapers from over 10,000 titles, plus 2 BONUS items in the first week. You will receive 3 weekly messages at £1.50 per message on your mobile. From each message you can download 2 items from the Playphone mobile. On your first message you get 2 extra bonus items! Total charged at £4.50 per week plus standard operator SMS/WAP/GPRS charges apply. To unsubscribe at any time text STOP to #9976. Customer Services on 0870 026 4745 or online at uk.playphone.com. You must be 16+ and have the permission of the bill payer to subscribe to the service. Check your phone for compatibility. Ringtones are performed by original artists. For polyphonic ringtones and true tones, artist names are mentioned to help customers identify the track and in no way infer that the ringtones were produced or performed by that artist. Your phone number will be saved in our records so we can recognise you next time you visit the Playphone mobile site. Terms & Conditions | Privacy Policy

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## Appendix B – Screenshots of the mobile phone data entry field and subsequent screen for ‘workjobs.net’ (provided by the Information Provider).



Need a new job or tired of your current one? We can help!  
Workjobs searches over 30 top job sites to find the best jobs for you.

What kind of job are you looking for?

Customer service  
Type in a job title or keywords

Show Me My Results!

[Home](#) | [Privacy Policy](#) | [Terms of Use](#) | [Guidelines](#) | [About Us](#) | [Members Login](#)

© 2009 Workjobs.net

Pop-ups Blocked: 6

### Please Check Out These Preferred Offers While We Generate Your Job Listings

Please take a few moments to respond to our optional questions, filled with Great Stuff & Special Offers. All offers are optional -- Sign up if you are interested. Please answer all questions truthfully and accurately.

#### Get Mobile Video Horoscopes on your Mobile Phone!

Join Playphone and get video horoscopes on your mobile phone. You also get access to over 10,000 other titles for your mobile phone, including games, ringtones, videos, and wallpaper. Enter your mobile number below to begin.

Playphone is a subscription service. Every week you get unlimited use of the Love Match Application and you can choose 6 Ringtones, Games, Videos or Wallpapers from over 10,000 titles, plus 2 BONUS items in the first week. You will receive 3 weekly messages at £1.50 per message on your mobile. From each message you can download 2 items from the Playphone mobisite. On your first message you get 2 extra bonus items! Total charged at £4.50 per week plus standard operator SMS/WAP/GPRS charges apply. To unsubscribe at any time text STOP to 62929. Customer Services on 0870 626 4745 or online at uk.playphone.com. You must be 16+ and have the permission of the bill payer to subscribe to the service. Check your phone for compatibility. Realtones are performed by original artists. For polyphonic ringtones and true tones, artist names are mentioned to help customers identify the track and in no way infers that the ringtones were produced or performed by that artist. Your phone number will be saved in our records so we can recognise you next time you visit the Playphone mobisite site. [Terms & Conditions](#) | [Privacy Policy](#)

Your First Name: Playphone  
Your Last Name: Operations  
Your E-mail Address: playphoneoperations@yal

Select Your Gender

Male

Select Your Star Sign

Capricorn

### PLEASE ENTER YOUR VALID MOBILE NUMBER

07

By clicking 'Submit' I agree to the [Terms & Conditions](#)

SUBMIT AND CONTINUE TO NEXT PAGE

Skip

Ads by Smiley Media - [Advertise here](#) - [Smiley Media Privacy policy](#)

Pop-ups Blocked: 6

## Appendix C – Screenshots of the mobile phone data entry field and subsequent screen for a service related promotional website.

The image displays two sequential screenshots of a promotional website for Call of Duty: Modern Warfare: Force Recon, viewed in a Windows Internet Explorer browser. The browser's address bar shows the URL: [http://www.playphoneoffers.com/land/main/landing/uk\\_cod/?siteid=uk\\_cod%20](http://www.playphoneoffers.com/land/main/landing/uk_cod/?siteid=uk_cod%20). The website features a large banner with a mobile phone on the left showing a game scene, and a soldier on the right. The text on the banner reads: "CALL OF DUTY MODERN WARFARE FORCE RECON", "GET MODERN WARFARE AS A BONUS GAME, PLUS OTHER HOT GAMES NOW!", and "Mobile content subscription, £4.50 / week. See details below." Below the banner is a large white text input field. The steps "1 Enter Your Number", "2 Confirm", and "3 Download!" are listed to the right of the input field. The bottom screenshot shows the same page with the input field highlighted in green. At the bottom of the page, there is a small text block containing terms and conditions and copyright information.

Playphone is a subscription service. Every week you can choose 6 Ringtones, Games, Videos or Wallpapers from over 20,000 titles, plus 2 BONUS items in the first week. You will receive 3 weekly messages at £1.50 per message on your mobile. From each message you can download 2 items from the Playphone mobile site. On your first message you get 2 extra bonus items! Total charged at £4.50 per week plus standard operator SMS/WAP/GPRS charges apply. To unsubscribe at any time text STOP to 62329. Customer Services on 0870 826 4745 or online at [uk.playphone.com](http://uk.playphone.com). You must be 16+ and have the permission of the bill payer to subscribe to the service. Check your phone for compatibility. Realtones are performed by original artists. For polyphonic ringtones and true tones, artist names are mentioned to help customers identify the track and in no way infer that the ringtones were produced or performed by that artist. Your phone number will be saved in our records so we can recognise you next time you visit the Playphone mobile site.

The most anticipated console shooter series makes its way to mobile with an all-new conflict where you must lead a US Marines squad to victory against a growing terrorist threat in Mexico. Set in modern wartime environments, this thrusts you into the chaos of battle with advanced weaponry and intense combat missions. Demolish enemy vehicles with heavy automatic fire from a helicopter or for more precise kills take aim with your sniper rifle. If you are feeling a little destructive, use fragmentation grenades and the devastating bazooka to clear out large groups of hostiles. Strategize and take on different types of missions including area defence, hostage rescue, infiltration, and escort duty. Make sure to take cover using various objects found around each mission. It's up to you to prevent a full scale war!

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