CODE OF ADVERTISING

1 INTRODUCTION

1.1 The Code

1.1.1 The Code regulates all advertising on the Website and shall apply to all Advertisers and Consumers.

1.1.2 Unless the context clearly indicates a contrary intention, any reference to 'advertise', 'advertising' or 'advertisements' shall be in relation to the Website.

1.1.3 The Code is guided by and based upon the Code of Advertising Practice published by the Advertising Regulatory Board. This Code shall operate in conjunction with, and not in substitution of, the Code of Advertising Practice published by the ARB. In the event of a conflict, the ARB Code shall prevail.

1.2 Preamble

1.2.1 All advertisements should be legal, decent, honest and truthful.

1.2.2 All advertisements should be prepared with a sense of responsibility to the Consumer.

1.2.3 All advertisements should conform to the principles of fair competition in business.

1.2.4 No advertisement should bring advertising into disrepute or reduce confidence in advertising as a service to industry and to the public.

1.3 Scope

1.3.1 The primary object of this Code is the regulation of commercial advertising on the Website. It applies therefore (except as expressly provided further on) to all advertisements advertised on the Website for the supply of goods or services or the provision of facilities by way of trade, and also to advertisements other than those for specific products which are placed in the course of trade by or on behalf of any trader. This Code recognizes and incorporates the principles governing specific advertising categories, including but not limited to health, financial, environmental, comparative, pricing, and testimonial advertising, in accordance with the ARB's Code.

1.4 Interpretation

1.4.1 This Code is to be applied in the spirit, as well as in the letter.

1.4.2 In assessing an advertisement's conformity to the terms of this Code, the primary test applied will be that of the probable impact of the advertisement as a whole upon those who are likely to see or hear it. Due regard will be paid to each part of its contents, visual and aural, and to the nature of the medium through which it is conveyed.

1.4.3 In assessing the impact of the advertisement, we may consider, inter alia:

1.4.3.1 the surrounding circumstances;

1.4.3.2 that contextual language used in the advertisement may justify a departure from the literal interpretation of its individual components.

1.4.3.3 Survey Data, conforming to the requirements of Clause 2.4.1 indicating the probable impact as a whole upon those who are likely to see or hear it.

1.4.4 Private Property SA will consider public sensitivity and social concern in interpreting advertising.

1.4.5 Where the overall impression of the advertisement as a whole is in doubt, Private Property SA may, at the cost of the advertiser concerned, call for a consumer reaction test by independent research, acceptable to us.

1.4.6 The Code is binding upon Private Property SA and all Advertisers using the Website.

1.4.7 In determining whether an advertisement is in breach of the provisions of the Code, it is not the quantity of complaints that is determinative, but the validity of the complaints.

1.4.8 No advertisement shall contain content that constitutes or promotes discrimination as defined in this Code or under the ARB's Code of Advertising Practice.

1.5 **Definitions**

In this Code, unless the context otherwise indicates -

1.5.1 "Advertisement" means any visual or aural communication, representation, reference or notification of any kind on the Website-

1.5.1.1 which is intended to promote the sale, leasing or use of any goods or services; or

1.5.1.2 which appeals for or promotes the support of any cause.

The word "advertisement" applies to published advertising wherever it may appear.

1.5.2 "Advertising Regulatory Board" or "ARB" means the Advertising Regulatory Board, a non-profit company registered according to the company laws of South Africa, which carries on business as a self-regulatory body in the advertising industry.

1.5.3 "Advertiser" means the person and/or entity, commercial or otherwise, at whose instance the advertising appears on the Website, or stands to benefit commercially from the advertising on the Website.

1.5.4 "The Code" means this Code of Advertising Practice;

1.5.5 "Consumer" refers to any person who is likely to be reached by or exposed to an advertisement, and includes an end consumer, user or trade customer.

1.5.6 "Discrimination" means:

1.5.6.1 advertising that directly or indirectly imposes burdens, obligations or disadvantages on, or withholds benefits, opportunities or advantages from a particular person or group on the grounds of race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth; or any other analogous ground.

1.5.6.2 advertising where a person or group is negatively stereotyped or portrayed in a manner that exploits or demeans, or restricts and entrenches their role in society.

1.5.6.3 and "discriminate" and "discriminatory" has corresponding meanings.

1.5.7 "Electronic media" means advertising published by way of electronic means, and includes, inter alia, broadcast media.

1.5.8 "Gender stereotyping" means advertising that portrays a person or persons of a certain gender in a manner that exploits, objectifies or demeans.

1.5.9 "Negative Gender Portrayal" means advertising that portrays a person or persons of a certain gender in a manner that restricts and entrenches the role of persons of such gender in society or sections of society.

1.5.10 "Private Property SA" means Private Property South Africa Proprietary Limited a privately trading company registered in the Republic of South Africa with registration number 2012/065291/07.

1.5.11 "Product" includes goods, services, activities and facilities.

1.5.12 "Survey Data" means a method or procedure for collecting information from a sample of people (i.e. primary data) by asking them questions.

1.5.13 "Website" means the website www.privateproperty.co.za owned, operated and managed by Private Property SA.

1.6 **Confidentiality**

1.6.1 Private Property SA will refuse to disclose any record, document or other information, in its possession, where such record, document or information contains -

1.6.1.1 trade secrets of any party;

1.6.1.2 financial, commercial, scientific or technical information, other than trade secrets, of any party, the disclosure of which would be likely to cause harm to the commercial or financial interests of that party; or

1.6.1.3 information supplied in confidence by a party, the disclosure of which could reasonably be expected –

1.6.1.3.1 to put that party at a disadvantage in contractual or other negotiations; or

1.6.1.3.2 to prejudice that party in commercial competition.

1.6.2 Private Property SA reserves the right to deny access to any record, document or other information, where disclosure would constitute a breach of contractual obligations or compromise the party's competitive position. All complaints regarding advertisements will be handled in accordance with the ARB's complaints process, and may be referred to the ARB for adjudication if required.

2 GENERAL PRINCIPLES

2.1 **Offensive advertising**

2.1.1 No advertising may offend against good taste or decency or be offensive to public or sectoral values and sensitivities, unless the advertising is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom.

2.1.2 Advertisements should contain nothing that is likely to cause serious or wide- spread or sectoral offence. The fact that a particular product, service or advertisement may be offensive to some is not in itself sufficient grounds for upholding an objection to an advertisement for that product or service. In considering whether an advertisement is offensive, consideration will be given, inter alia, to the context, medium, likely audience, the nature of the product or service, prevailing standards, degree of social concern, and public interest.

2.1.3 Particular care must be taken when referencing religious or cultural beliefs to avoid unjustified offence.

2.2 **Honesty**

2.2.1 Advertisements should not be so framed as to abuse the trust of the Consumer or exploit their lack of experience, knowledge or credulity.

2.2.2 Advertising content must be clearly distinguishable from editorial or user-generated content.

2.3 **Unacceptable advertising**

2.3.1 Fear

2.3.1.1 Advertisements must not, without justifiable reason, play on fear.

2.3.1.2 Exceptions may include messaging related to public health, road safety or legal compliance, provided it is proportionate and factual.

2.3.2 Violence

2.3.2.1 Advertisements must not contain anything which might lead or lend support to acts of violence, including gender-based violence, nor should they appear to condone such acts.

2.3.3 Legality

2.3.3.1 Advertisements must not contain anything which might lead or lend support to criminal or illegal activities, nor should they appear to condone such activities.

2.3.4 Discrimination

2.3.4.1 No advertisements may contain content of any description that is discriminatory, unless, in the opinion of the ARB, such discrimination is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom.

2.3.5 Gender

2.3.5.1 Gender stereotyping or negative gender portrayal must not be permitted in advertising, unless in the opinion of the ARB, such stereotyping or portrayal is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom.

2.3.6 Sounds in radio advertisements

2.3.7 Advertisements must not include sounds that are likely to create a safety hazard, for example, to those listening to the radio while driving.

2.4 **Truthful presentation**

2.4.1 Substantiation

2.4.1.1 Before advertising is published, Advertisers must hold in their possession documentary evidence as set out in Clause 2.4.1, to support all claims, whether direct or implied, that are capable of objective substantiation.

2.4.1.2 Documentary evidence, whether in the form of Survey Data or any other documentation, must be up to date and current, and must have market relevance, and the responsibility to update substantiation over time must be explicitly maintained to ensure ongoing validity.

2.4.1.3 Survey Data submitted as documentary evidence must conform to the following:

2.4.1.3.1 The survey must emanate from a Southern African Marketing Research Association (“SAMRA”) Accredited Marketing Researcher or an entity acceptable to the SAMRA, and

2.4.1.3.2 The accuracy of the claims based on the survey must be confirmed by a SAMRA Accredited Marketing Researcher or an entity acceptable to the Southern African Marketing Research Association.

2.4.1.3.3 The onus is on the advertiser to obtain confirmation from SAMRA that any researcher or entity is accredited or acceptable, as the case may be.

2.4.1.4 Documentary evidence, other than Survey Data, must emanate from or be evaluated by a person/entity, which is independent, credible, and an expert in the field to which the claims relate and be acceptable to the ARB. In the case of documentary evidence, other than Survey Data, such expert may, if appropriate, be, but is not limited to, a SAMRA Accredited Researcher.

2.4.1.5 Claims based on research conducted by publications must clearly state the source in advertising.

2.4.1.6 Private Property SA or ARB may reject any substantiation that is biased or not independently verified.

2.4.2 Claims

2.4.2.1 Misleading claims

2.4.2.1.1 Advertisements should not contain any statement or visual presentation which, directly or by implication, omission, ambiguity, inaccuracy, exaggerated claim or otherwise, is likely to mislead the Consumer.

2.4.2.1.2 The overall impression of the advertisement must be truthful and not dependent on obscure footnotes or disclaimers.

2.4.2.2 Puffery

2.4.2.2.1 Value judgments, matters of opinion or subjective assessments are permissible provided that -

2.4.2.2.1.1 it is clear what is being expressed is an opinion;

2.4.2.2.1.2 there is no likelihood of the opinion or the way it is expressed, misleading Consumers about any aspect of a product or service which is capable of being objectively assessed in the light of generally accepted standards.

2.4.2.2.2 The guiding principle is that puffery is acceptable when an expression of opinion, but unacceptable when viewed as an expression of fact.

2.4.2.3 Hyperbole

2.4.2.3.1 Obvious untruths, harmless parody or exaggerations, intended to catch the eye or to amuse, are permissible provided that they are clearly to be seen as humorous or hyperbolic and are not likely to be understood as making literal claims for the advertised product.

2.4.2.4 Expert opinion

2.4.2.4.1 Where informed opinion is claimed in support of a product, such opinion must be substantiated by independent evidence.

2.4.2.5 Statistics and scientific information

2.4.2.5.1 Advertisements should not misuse research results or quotations from technical and scientific literature. Statistics should not be so presented as to imply that they have a greater validity than is the case. Scientific terms should not be misused, and scientific jargon and irrelevancies should not be used to make claims appear to have a scientific basis they do not possess.

2.4.2.6 Headlines

2.4.2.6.1 Headlines to advertising should not mislead in any way and it is not acceptable to contend that a misleading impression conveyed by a headline has been corrected in the body copy of the advertisement.

2.4.2.6.2 When a statement contained in a headline of printed advertising is asterisked to refer to an explanatory footnote, the type-size used in the footnote must not be smaller than that used in the substantive copy of the advertisement.

2.4.2.7 Truthful presentation

2.4.2.7.1 Where material information is superimposed on screen, the print must be clearly visible and remain on screen long enough to be easily read by the hypothetical reasonable viewer.

2.4.3 The value of goods

2.4.3.1 So far as is relevant, the following provisions apply to claims as to the value of services or facilities offered by way of advertisements as well as to the value of goods–

2.4.3.1.1 Consumers should not be led to overestimate the value of goods whether by exaggeration or through unrealistic comparisons with other goods or other prices.

2.4.3.1.2 The Advertiser should be ready to substantiate any claim he makes as to the value in cash terms of goods offered by him at a lower price or free; and any saving to the Consumer claimed to result from the offer of goods at a price lower than their actual value.

2.4.4 Use of the word “free”

2.4.4.1 Products should not be described as “free” where there is any cost to the Consumer, other than the actual cost of any delivery, freight or postage. Where such costs are payable by the Consumer, a clear statement that this is the case should be made in the advertisement.

2.4.4.2 Where a claim is made that, if one product is purchased, another product will be provided “free”, the Advertiser should be able to show that he will not be able immediately and directly to recover the cost of supplying the “free” product whether in whole or in part.

2.4.4.3 In particular, Advertisers should in these circumstances make no attempt to recover the cost to them of the product by such methods as the imposition of packaging and handling charges, the inflation of the true cost of delivery, freight or postage, an increase in the usual price of the product with which the “free” product is offered, a reduction in its quality, or otherwise.

2.4.4.4 A trial may be described as “free”, although the Consumer is expected to pay the cost of returning the goods, provided that the advertiser has made clear his obligation to do so.

2.4.4.5 Advertisements offering “free” goods must indicate if such goods are only received subject to purchase.

2.4.4.6 All conditions tied to a ‘free’ offer must be clearly presented at the point of digital interaction (e.g., on the same screen, not hidden in linked terms).

2.4.5 “Up to . . .” and “from . . .” claims

2.4.5.1 Claims, whether as to prices or performance, which use formulas such as “up to 10 kilometres per litre” or “prices from as low as R5” are not acceptable where there is a likelihood of the Consumer being misled as to the availability of the benefits offered. Such claims should not be used-

2.4.5.1.1 where the price or other advantage claimed bears no relation to the prevailing level of prices or benefits, and in particular where it does not apply to the goods or services actually advertised or to more than an insignificant proportion of them;

2.4.5.1.2 where they apply only to spoiled or imperfect goods, or to goods or services which are in some respect less complete or subject to greater limitations than the bulk of those on offer.

2.5 **Price comparisons**

2.5.1 By manufacturers

2.5.1.1 An advertiser may wish to claim that his prices are lower than those of his competitors. Such claims are generally acceptable subject to the provisions of Clause 2.7.

2.5.2 Sale advertising

2.5.2.1 Special sale prices may be advertised on the understanding that satisfactory documentary evidence of all the claimed price reductions is held, available to be furnished on request.

2.5.3 Corporate slogans

2.5.3.1 The provisions of Clauses 2.5.1.1 to 2.5.2.1 will not apply to corporate slogans, themes, statements, etc relating to pricing.

2.6 **Disparagement**

2.6.1 Advertisements should not attack, discredit or disparage other products, services, advertisers or advertisements directly or indirectly. Advertisers must avoid any language that undermines or discredits competitor offerings, companies, or services.

2.6.2 Comparisons highlighting a weakness in an industry or product will not necessarily be regarded as disparaging when the information is factual and in the public interest. The tone must remain objective, avoiding emotional, provocative, or inflammatory language.

2.6.3 In considering complaints under this Clause, the Private Property shall take cognizance of what it considers to be the intention of the Advertiser.

2.6.4 Where there is ambiguity or conflict, the interpretation of the ARB Code of Advertising Practice shall prevail.

2.7 **Comparative advertising**

2.7.1 Advertisements in which factual comparisons are made between products and/or services are permitted provided that -

2.7.1.1 all legal requirements are adhered to Particular attention must be given to compliance with the provisions of the Trade Marks Act 194 of 1993;

2.7.1.2 only facts capable of substantiation are used as governed by Clause 2.4.1;

2.7.1.3 one or more material, relevant, objectively determinable and verifiable claims are made;

2.7.1.4 the claims are not misleading or confusing as governed by Clause 2.4.2;

2.7.1.5 no infringement of advertising goodwill takes place as governed by Clause 2.8;

2.7.1.6 no disparagement takes place as governed by Clause 2.6;

2.7.1.7 the facts or criteria used are fairly chosen. In this assessment the following will, *inter alia*, be taken into account -

2.7.1.7.1 the significance of the facts or criteria used;

2.7.1.7.2 the relevance and representativeness of the facts or criteria used; and

2.7.1.7.3 whether the basis of the comparison is the same.

2.7.1.8 products or services compared must have the same or similar characteristics and must be intended for the same, or similar, purpose;

2.7.1.9 the contextual implication be strictly limited to the facts;

2.7.1.10 where claims are based on substantiated research, the express consent as to the accuracy and scope of such claims be obtained from the relevant research body and retained by the Advertiser;

2.7.1.11 the Advertiser accepts responsibility for the accuracy of the research and claims.

2.7.1.12 comparative advertisements must not use competitor branding, logos, or trademarks unless explicit permission has been granted by the rights holder;

2.7.1.13 no implication may be made that a competitor's product or service is inferior unless such implication is factually substantiated, presented in a non-misleading manner, and aligned with the principles of fair comparison.

2.7.2 It should be noted that reference to claims above includes all visuals and aural representations.

2.7.3 Group comparisons and comparisons which identify competitors by implication are acceptable subject to the criteria contained in this clause.

2.7.4 The guiding principle in all comparisons is that products and/or services should be promoted on their own merits and not on the demerits of competitive products.

2.7.5 In considering matters raised under this clause, cognizance will be taken of the intention of the advertiser.

2.7.6 Advertisers are required to obtain advice regarding the conformity of advertising material with all the provisions of clause 2.7 especially the Trade Marks Act before placing a comparative advertisement.

2.8 **Exploitation of advertising goodwill**

2.8.1 Advertisements may not take advantage of the advertising goodwill relating to the trade name or symbol of the product or service of another, or advertising goodwill relating to another party's advertising campaign or advertising property, unless the prior written permission of the proprietor of the advertising goodwill has been obtained. Such permission shall not be considered to be a waiver of the provisions of other clauses of the Code.

2.8.2 Parodies, the intention of which is primarily to amuse and which are not likely to affect adversely the advertising goodwill of another advertiser to a material extent, will not be regarded as falling within the prohibition of Clause 2.8.1 above. However, such parodies must be clearly identifiable as comedic in nature and must not mislead or confuse Consumers.

2.8.3 In considering matters under this clause, consideration will be given to, *inter alia*, the likelihood of confusion, deception and the diminution of advertising goodwill of another party. Furthermore, whether the device or concept constitutes the "signature" of the product or service, is consistently used, expended throughout media and is prominent in the mind of the Consumer.

2.9 **Imitation**

2.9.1 An Advertiser should not copy or lift visual, conceptual, or creative elements from an existing advertisement, local or international, or any part thereof in a manner that is recognizable or clearly evokes the existing concept and which may result in the likely loss of potential advertising value. This will apply notwithstanding the fact that there is no likelihood of confusion or deception or that the existing concept has not been generally exposed.

2.9.2 The provisions of Clause 2.9.1 above shall apply for a period of two years from the date of last usage of the advertising, packaging or labelling concerned, regardless of jurisdiction.

2.9.3 In considering whether or not an infringement has taken place consideration will be given to, inter alia, the extent of exposure, period of usage and advertising spend, whether the concept is central to the theme, distinctive or crafted as opposed to in common use. Furthermore the competitive sphere will also be taken into account.

2.9.4 In considering international campaigns, consideration will be given to, *inter alia*, the undue imitation thereof by local advertisers. This, however, will only apply if the Advertiser is committed to start trading in the local market within a reasonable period of time.

2.10 **Testimonials**

2.10.1 To be genuine

2.10.1.1 Advertisements should not contain or refer to any testimonial or endorsement unless it is genuine and related to the personal experience over a reasonable period of the person giving it. Advertisers must collect and store signed, dated copies of all testimonials to ensure authenticity and traceability. Testimonials or endorsements which are obsolete or otherwise no longer applicable (e.g. where there has been a significant change in formulation of the product concerned) must not be used.

2.10.2 Conformance to the Code

2.10.2.1 Testimonials themselves should not contain any statement or implication contravening the provisions of this Code and should not be used in a manner likely to mislead.

2.10.3 Efficacy claims

2.10.3.1 Testimonials should not contain any claims to efficacy which cannot justifiably be attributed to the use of the product, and any specific or measurable results claimed should be fairly presented. Before-and-after comparisons must be substantiated, clearly expressed, and illustrated in a way that permits a fair, verifiable comparison.

2.10.4 Amendment

2.10.4.1 Where any testimonial contains an expression which conflicts with this Code, the Advertiser may, with the written approval of the person giving the testimonial, amend it so as to remove the source of conflict.

2.10.5 Foreign residents

2.10.5.1 Testimonials from persons resident outside South Africa are not acceptable unless their address and/or country of residence are given to us, and their nationality or location disclosed. We may decide whether such details must be used in the advertisement.

2.10.6 Fictitious characters

2.10.6.1 Particular care should be taken to ensure that advertisements based on fictitious characters are not so framed as to give the impression that real people are involved; in particular they should not contain “testimonials” or “endorsements” which may give such an impression.

2.10.7 Copies for inspection

2.10.7.1 Advertisers and their agencies should hold ready for inspection by the ARB, copies of any testimonials used in advertising. Such copies should be signed and dated by the persons providing the testimonials and should confirm what is said in any advertisement.

2.11 **Protection of privacy and exploitation of the individual**

2.11.1 Advertisements should not, except in the circumstances noted in Clause 2.11.2 portray or refer to, by whatever means, any living persons, unless their express prior written permission has been obtained. Advertisers should also take care not to offend the religious or other susceptibilities of those connected in any way with deceased persons depicted or referred to in any advertisement. Particular care should be taken to avoid the inadvertent exploitation of the fame or reputation of public figures without justification.

2.11.2 This ruling does not apply -

2.11.2.1 to the use of crowd or background shots in which individuals are recognizable, provided that neither the portrayal, nor the context in which it appears is defamatory, offensive or humiliating. However, an Advertiser should withdraw any such advertisement if a reasonable objection is received from a person depicted;

2.11.2.2 to advertisements for books, films, radio or television programmes, press features and the like, in which there appear portrayals of, or references to, individuals who form part of their subject matter;

2.11.2.3 to police or other official notices;

2.11.2.4 to occasions when in Private Property SA's opinion the reference or portrayal in question is not inconsistent with the subject's right to a reasonable degree of privacy and does not constitute an unjustifiable commercial exploitation of the individual's fame or reputation.

2.11.3 Particular attention is drawn to the Merchandise Marks Act 17 of 1941.

2.12 **Identification of advertisements**

2.12.1 Advertisements should be clearly distinguishable as such whatever their form and whatever the medium used. This includes native advertising, branded content, and influencer marketing, where advertisements must be clearly marked (e.g., using labels such as "Sponsored," "Ad," or "Paid Partnership").

2.12.2 In Electronic Media particular care should be taken to clearly distinguish between programme content and advertising. Where there is a possibility of confusion, advertising should be clearly identified in a manner acceptable to the ARB. Advertisers must ensure that there is no blurring or ambiguity between editorial or entertainment content and paid advertising.

2.13 **Safety**

2.13.1 Advertisements should not without reason, justifiable on educational or social grounds, contain any visual presentation or any description of dangerous practices or of situations which show a disregard for safety. Where potentially unsafe actions are shown for illustrative or entertainment purposes, appropriate safety disclaimers (e.g., "Professional stunt – do not attempt") must be included. Care should be taken to avoid depictions that could encourage or promote unsafe behaviour, unless the context is clearly educational and handled responsibly.

2.14 **Guarantees**

2.14.1 "Guarantee" and "warranty" are used by advertisers in two distinct senses:

2.14.2 to describe a formal written undertaking, often with legal force, to reimburse a purchaser for the cost of the product itself, or the cost of having it put right in the event of defects becoming apparent; and

2.14.3 more generally, as an alternative to “promise” and without any formal (particularly legal) obligation being intended to be understood.

2.14.4 Because the possibilities of confusion are considerable, the Advertiser is under an obligation to be as clear as possible as to the sense in which he uses these words. Advertisers must clearly state whether a guarantee is legally binding or a colloquial expression, and avoid ambiguous language.

2.14.5 Advertisements should not contain any reference to “guarantee” or “warranty” which take away or diminish any rights which would otherwise be enjoyed by Consumers; purport so to do; or may be understood by the Consumer as so doing. Guarantees may not override statutory Consumer rights and must not be presented in a way that implies this.

2.14.6 Where an advertisement expressly offers, in whatever form, a guarantee or warranty as to the quality, life, composition, origin, duration, etc. of any product, the full terms of that guarantee should be available in printed form for the Consumer to inspect – and, normally, to retain – before he is committed to purchase.

2.14.7 Where a phrase such as “money back guarantee” is used, it will be assumed that a full refund of the purchase price of the product will be given to dissatisfied Consumers, either throughout the reasonably anticipated life of the product or within such period as is clearly stated in the advertisement.

2.14.8 There is no objection to the use of “guarantee” etc. in a colloquial sense provided there is no likelihood of a Consumer supposing that the advertiser in using the word is expressing a willingness to shoulder more than his purely legal obligations.

2.15 **Money-back undertakings**

2.15.1 Neither “guarantee” nor “warranty” nor any word derived from either, should be used in an advertisement to describe or refer to an undertaking, the substance of which is merely to refund the price of a product within a brief trial period to dissatisfied purchasers. Where such an undertaking is given in an advertisement the time within which claims must be made by Consumers should be clearly stated and should make due allowance for the time taken for delivery and return of the product.

2.15.2 Time limit on money-back offers

2.15.2.1 Where an Advertiser, in an advertisement, makes an offer to refund part of the purchase price of a product under certain conditions, the period for which the offer is valid shall be stipulated in the advertisement.

2.16 **Use of the word “new” in advertising**

2.16.1 The word “new” or words implying “new” may be used in all media, packaging, posters, billboards, etc for any entirely new product or service marketed or sold during a given 12-month period. Advertisers must track and retain the “date of first proven use” of the “new” claim for each product or service.

2.16.2 It may also be used to advertise any change or improvement to a product, service or package, provided that the change or improvement is material and can be substantiated and defined. Clear internal documentation must be retained specifying what was changed, when it was introduced, and why it is significant to the Consumer.

2.16.3 The maximum use of the word “new” or words implying “new” in the above prescribed context shall be confined to a 12-month period calculated from date of proven first usage in an advertisement. In exceptional circumstances, the ARB may agree to an extension of the 12-month period.

2.16.4 To avoid Consumer confusion:

2.16.4.1 In electronic, print and outdoor media, the “new” message must first be exposed no later than 90 days after “date of proven first usage” of the product/service to which the “new” message applies. Thereafter, the message may be exposed continuously or intermittently for a period not exceeding 12 months from the “date of proven first usage” of the product/service.

2.16.5 The provisions of clauses 2.16.1, 2.16.2, 2.16.3 and 2.16.4 above shall apply, mutatis mutandis, to advertisements and to packaging announcing any change or improvement in a product, service or package without the word “new” being used.

2.17 **Pricing policy**

2.17.1 When any indication of cost is given in an advertisement regard should be had for the following provisions:

2.17.1.1 Quotation

2.17.1.1.1 The selling price at which the goods will be sold to the purchaser against immediate payment must be quoted in full. This includes all mandatory or unavoidable costs (e.g. delivery fees, setup costs, deposits, or surcharges). The final price presented to Consumers must reflect the actual total amount payable.

2.17.1.1.2 Advertisers must avoid using fine-print or disclaimers to separate material pricing details. Pricing disclosures must be prominent and easily understood at a glance.

2.17.1.2 Inclusiveness

2.17.1.2.1 Such selling price must include all necessary or incidental costs without which the product cannot or may not be purchased, such as a deposit for a container. Where impracticable to include such costs in the quoted price the Consumers’ liability to pay such costs must be stated prominently and in a font size not less than that of half the purchase price, the Consumer’s liability to pay such additional costs must be clearly stated and must appear in a font size no smaller than half that of the displayed purchase price.

2.17.1.3 Clarity

2.17.1.3.1 If reference is made in an advertisement to more than one product, or more than one version of a single product, it should be clear to which product or version any quoted price relates. If a product is illustrated, and a price quoted in conjunction with the illustration, advertisers should ensure that what is illustrated can be purchased for the price shown. Prices must be explicitly and unambiguously linked to the corresponding product, especially in visual or carousel-based advertising formats.

2.17.1.4 VAT

2.17.1.4.1 Attention is drawn to the provisions of Sections 64 and 65 of the Value-Added Tax Act 89 of 1991. Where applicable, prices must either include VAT or explicitly state “excl. VAT”. For Business-to-Consumer marketing, VAT-inclusive pricing must be used as the default.

3 SPECIFIC CATEGORIES OF ADVERTISING

3.1 Financial advertising

3.1.1 Advertisements addressed to the general public for capital or financial products or services or financial information should, in addition to scrupulously observing the other provisions of this Code, so far as they are relevant, take special care to ensure that the public are fully aware of the nature of any commitment into which they may enter as a result of responding to the advertisement. This includes full and clear disclosure of all key financial obligations, such as monthly repayment amounts, applicable interest rates (which must be followed by “per annum” where applicable), and the total cost of finance.

3.1.2 In this connection the Advertiser should remember that the complexities of finance may well be beyond many of those to whom the opportunities they offer appeal, and that, therefore, the Advertiser bears a particular responsibility to ensure that advertisements in no sense take advantage, wittingly or not, of the lack of experience or knowledge or the credulity of those to whose attention it is likely to come. Content must avoid financial jargon unless clearly explained, and should never include misleading or exploitative language such as “instant approval” or “get rich quick.”

3.1.3 Appropriate disclaimers must be included to reflect potential financial risks and conditions, such as “Capital at risk,” “Terms and conditions apply,” or “Interest rates subject to change.” The overall tone should be responsible, transparent, and mindful of the financial literacy level of the intended audience.

3.2 **Business opportunities**

3.2.1 Advertisements covered by Clause 3.2 must reflect the full physical address of the Advertiser, the Advertiser’s telephone number, and, where applicable the Micro Finance Regulatory Council Registration Number. This information must be displayed clearly and legibly.

3.2.2 Financial assistance

3.2.2.1 Advertisements offering loans must state whether the advertiser is a moneylender or broker for a moneylender. This distinction must be disclosed prominently and not relegated to fine print.

3.2.3 Interest rates payable to bank customers

3.2.3.1 Any reference to the interest rates applicable to a financial product must always be directly followed by the description “per annum” or “per year”, e.g., “12% per annum”. This requirement applies across all formats and media types.

3.3 **Property advertising**

3.3.1 Information furnished

Advertisements for fixed property, whether for sale or for rent, should not mislead or exaggerate on such matters as -

3.3.1.1 the land itself and any buildings erected or to be erected thereon;

3.3.1.2 the size of the land, availability of services, fixtures and amenities in the buildings and the suburb or location. Avoid vague or unverified claims such as “quiet area,” “best views,” or “upmarket suburb” unless they are substantiated by credible sources or common designation;

3.3.1.3 the legal title and formalities;

3.3.1.4 rights and servitudes of any kind;

3.3.1.5 local authority and town planning requirements;

3.3.1.6 taxes, rates and other duties;

3.3.1.7 the price, terms of payments and loan facilities;

3.3.1.8 claiming extraordinary conditions of sale like “deceased estate”, “owner transferred”, “owner going overseas”, “owner already bought elsewhere”, unless these statements are verifiably true at the time of advertising;

3.3.1.9 making reference to Municipal valuation, Building Society valuation, cost price or replacement value, only where such references are current, accurate, and clearly sourced;

3.3.1.10 mentioning the name of a specific architect, builder or designer, only if such information is verified and relevant..

3.3.2 Restrictions on transfer

3.3.2.1 When immediate transfer of the property into the name of the purchaser is not possible, this should be clearly mentioned in the advertisement in specific terms i.e. “Transfer available on proclamation” or “Transfer available on opening of a Sectional Titles Register”.

3.3.2.2 On no account should the advertiser estimate the time required for such transfer to become available.

3.3.3 Estate agents

3.3.3.1 No estate agent shall by means of an advertisement, canvass clients or offer property for sale or to let unless he, in that advertisement, publishes his name and the fact that he is an estate agent, and if applicable, the name of his employer or the estate agent he represents.

3.4 **Non-availability of advertised products**

3.4.1 Advertisements should not be submitted for publication unless the Advertiser has reasonable grounds for believing that it can supply any demand likely to be created by the advertising. Advertisers must ensure that their supply chains can meet the expected interest generated by the ad and avoid promoting items that are unavailable or in very limited supply without clear disclosure.

3.4.2 In particular, no attempt should be made to use the advertising of unavailable or non-existent products as a means of assessing likely public demand. The use of “phantom” stock or fabricated listings to test Consumer interest is expressly prohibited.

3.4.3 Where a product, service, or property is no longer available, the listing or advertisement must be promptly removed or clearly marked as “SOLD,” “OUT OF STOCK,” or “NOT AVAILABLE.” Outdated or misleading listings may be subject to Consumer complaints and regulatory action.

4 PROCEDURES AND REMEDIES

4.1 Before lodging a formal complaint

4.1.1 Should any dispute or complaint arise concerning advertising, we should be notified of the dispute or complaint for attempts to be made to resolve the matter prior to lodging a formal complaint with the ARB. Nothing in this section 4 will be interpreted as preventing anyone from lodging a formal complaint with the ARB where no attempt to resolve the matter with the advertiser beforehand was made. Internally, the Advertiser must have a clear and documented procedure to address ad-related concerns, queries, or Consumer complaints. Efforts should be made in good faith to resolve such issues prior to escalation.

4.2 Formal complaints

4.2.1 All formal complaints are dealt with in terms of the Procedural Guide of the Code of Advertising Practice published by the ARB.

4.2.2 Advertisers are encouraged to maintain a centralised log of key advertising documentation, including:

4.2.2.1 first publication dates of advertisements;

4.2.2.2 dates and details of “new” product launches;

4.2.2.3 pricing substantiation and promotional claims;

4.2.2.4 signed consent forms for testimonials, endorsements, or any identifiable individuals featured in advertising; and

4.2.3 This documentation will support transparency and quick resolution in the event of a formal inquiry.