

## **CONSUMER PROTECTION ACT NO 68 OF 2008 POLICY**

Wetpaint Advertising (Pty) Ltd (“Wetpaint”) is an Advertising agency providing services across multiple areas including strategy, production, creative, digital and media. These services include creating advertising material, assisting with competitions and marketing including providing direct marketing services all of which are moderated by the Consumer Protection Act 68 of 2008 (“the Act”). Wetpaint created this policy to ensure that the services they provide to their clients are in line with the requirements of the Act vis a vis consumers. Wetpaint is not, however, responsible for their client’s failure to adhere to the terms of the Act and assume no liability on their behalf.

Wetpaint occasionally provide services directly to individuals and businesses with a turnover below R 2 million per annum who are consumers for the purpose of the Act (“Consumers”). This policy sets out the rights of our clients who are Consumers in terms of our provision of goods and/or services to them including their rights to complaint, returns, refunds and other important terms. Wetpaint’s customers and clients who are companies with a turnover above R 2 million per annum are not entitled to the rights in the Act and set out herein but we will endeavour to embody the spirit thereof in all our dealings.

### **A. Preamble**

WETPAINT fully subscribes to the preamble of the CPA by striving to redress the injustices and the social and economic inequalities of the past by promoting the participation of all consumers and to protect their interests and rights.

WETPAINT is also committed to train all staff to be familiar with these principles and relevant legislation.

### **B. Commitment**

WETPAINT is fully committed to implement all the sections of the CPA which promotes all aspects of practices of fair marketing, transparency, courtesy, honest disclosure, choices, fulfilment of orders, returns and documentation.

Therefore WETPAINT fully endorses the protection of all the consumer rights as contained in the Consumer Protection Act No 68 of 2008 and accordingly commits itself to the following:

1. The Right to Equality in the Consumer Market and Protection against Discriminatory Practices:
  - WETPAINT recognises every person’s right to equality in the consumer market, including, but not limited to, free and unlimited access to, price of and quality of goods and services and will not discriminate against any person on the basis of race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth.
  - WETPAINT recognises the right of consumers to be heard and obtain redress and undertakes not to discriminate or penalise a consumer who has exercised such right.
2. The Right to Privacy:
  - WETPAINT recognises consumers’ right to restrict direct marketing, whether physical or digital, by demanding cessation of such efforts or by pre-emptively blocking such marketing.

Date created: 15 November 2018

Date updated:

- WETPAINT will not engage in direct marketing \* to consumers during hours outside that which is laid down by law. That means we will not direct market to consumers at home on Sundays or public holidays, Saturdays before 9 am and after 1 pm and all other days between the hours of 8 pm and 8 am the following day, except to the extent that the consumer has expressly or implicitly requested or agreed otherwise. Although we will not send direct marketing to you during these times you may receive the direct marketing during these times. We will not be liable for you receiving direct marketing during these times in accordance with the regulations to the Act.<sup>1</sup>
  - We set out our policy on direct marketing and privacy in general in more detail in our Privacy and POPI policy here [www.wetpaint.co.za/policies](http://www.wetpaint.co.za/policies).
3. The Right to Choose:
- WETPAINT recognises the consumer's right to shop around for best prices for goods & services and not be obliged to buy any goods or services from WETPAINT.
  - The Consumer may not be forced to purchase bundled goods or services;
  - WETPAINT recognises the consumer's right to choose to examine goods prior to, or after purchase & delivery.
  - WETPAINT undertakes not to deliver goods to consumers unsolicited.
  - WETPAINT recognises its responsibility to deliver goods or perform the services:
    - on the agreed date and at the agreed time, if any, or otherwise within a reasonable time after concluding the transaction or agreement;
    - at the agreed place of delivery or performance; and
    - at the cost of the seller, in the case of delivery of goods

#### D. Right to Disclosure of Information

1. WETPAINT recognises the consumer's right to receive information in plain and understandable language and we endeavour to create content that reflects this for our clients;
2. WETPAINT undertakes to adequately inform and display to consumers the unit price of products and services in writing in South African Rands, or in a currency agreed to in writing, and apply labelling & trade descriptions to products and services that are not misleading;
3. WETPAINT undertakes to provide a written record of each transaction to the consumer to whom any goods or services are supplied by WETPAINT.
4. WETPAINT acknowledges that Consumers have the right to sales records for purchases they have made including invoices and receipts;
5. WETPAINT shall include the following on their receipts or invoices:
  - full contact information, business names and value-added tax (VAT) registration numbers;
  - name and description of goods;

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\*1 "For purposes of section 12(2) of the Act, the following are days, dates, public holidays or times of days when a supplier may not engage in any direct marketing directed to a consumer at home:

(a) Sundays or public holidays contemplated in the Public Holidays Act, 1994 (Act No. 36 of 1994);

(b) Saturdays before 09h00 and after 13h00; and

(c) all other days between the hours of 20h00 and 08h00 the following day, except to the extent that the consumer has expressly or implicitly requested or agreed otherwise.

2 Direct marketing may not be timed to be delivered to the consumer during the prohibited times referred to in item 1 above unless expressly, in writing, agreed to by the consumer.

3 A direct marketer is not in breach of item 1 if it has sent out the direct marketing within the period provided for in item 1, even if the consumer received the direct marketing outside of the aforementioned period, but the onus to prove that the direct marketing was dispatched during the allowed period rests fully on the direct marketer." – Consumer Protection Act Regulations, Regulation 4.

- date/s on which the transaction/s took place;
- unit price of goods or services purchased
- quantity of goods or services purchased
- total price of transaction/s, including any applicable taxes

#### **E. The Right to Fair and Responsible Marketing**

1. WETPAINT undertakes not to market any goods in a manner that is reasonably likely to imply a false or misleading representation concerning those goods; or in a manner that is misleading, fraudulent or deceptive in any way; or, where WETPAINT is the Seller, fail to correct an apparent misapprehension on the part of a consumer.
2. WETPAINT undertakes not to embark on any dubious marketing methods such as:
  - negative option marketing
  - bait marketing

#### **F. The Right to Fair and Honest Dealings**

1. WETPAINT will not use physical force against a consumer, coercion, undue influence, pressure, duress or harassment, unfair tactics or any other similar conduct, in connection with any marketing of any goods or supply of goods to a consumer.
2. WETPAINT will not use false, misleading, deceptive representation, exaggeration, innuendo or ambiguity in the marketing or fail to correct any misapprehension that may exist in this regard with a consumer. We adhere to the ASA standards.
3. WETPAINT will not initiate, sponsor, promote or knowingly participate in:
  - fraudulent schemes and offers
  - pyramid and related schemes

#### **G. The Right to Fair, Just and Reasonable Terms and Conditions**

1. WETPAINT undertakes not to offer or supply, or enter into an agreement to supply, any goods:
  - at a price that is unfair, unreasonable or unjust; or
  - on terms that are unfair, unreasonable or unjust and will not enter into prohibited transactions, agreements or terms and conditions. WETPAINT acknowledges the consumer's right to enforce just and fair terms and conditions in a court of law.
  - A prohibited transaction is one which:
    - a) is contrary to the Act;
    - b) misleads or deceives consumers;
    - c) subjects the consumers to fraudulent conduct;
    - d) directly or indirectly deprives consumers of rights in terms of the Act;
    - e) avoids WETPAINT's obligations or duties in terms of the Act;
    - f) limits or exempts WETPAINT of goods or services from liability for any loss, directly or indirectly attributable to the gross negligence of WETPAINT or any persons acting for or controlled by WETPAINT;
    - g) constitutes an assumption of risk or liability by the consumers for a loss;
    - h) imposes an obligation on consumers to pay for damage to, or otherwise;
    - i) requires the consumers to enter into supplementary agreements;
    - j) falsely expresses an acknowledgement by the consumers that before the agreement was made, no representations or warranties

Date created: 15 November 2018

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were made in connection with the agreement by the supplier or a person on behalf of the supplier; or

k) requires the consumers to forfeit any money to WETPAINT.

2. Any Consumer may request a copy or electronic access to the agreement with WETPAINT at no cost, including an itemised breakdown of the financial obligations under the agreement.
3. WETPAINT is required to provide Consumers with prior written notice of clauses in agreements that may constitute a potential risk or liability to consumers. We will specifically draw the fact, nature and potential effects of risks to the attention of Consumers, in a conspicuous manner and form.
4. A Consumer has the right to bring an action for damages or losses caused by unjust or unfair contractual terms in the Magistrates Court unless they have consented to an award of damages in a Consent Order of the Consumer Tribunal

#### **H. The Right to Fair Value, Good Quality and Safety**

1. WETPAINT recognises the right of every consumer to receive goods that:
  - are reasonably suitable for the purposes for which they are generally intended;
  - are safe, of good quality, in good working order and free of any defects;
  - will be usable and durable for a reasonable period of time; and warrants that the goods so supplied, comply with the above requirements and standards.
2. WETPAINT undertakes to provide:
  - timely performance and completion of the services;
  - timely notice of any unavoidable delays in the performance of the services;
  - high-quality services, which consumers are entitled to expect; and
  - use, delivery or installation of goods that are free of defects and of a quality that persons are generally entitled to expect, if any such goods are required for performance of the services.
3. WETPAINT acknowledges that any Consumer may return defective or unsafe goods within 6 months and can choose:
  - a refund
  - repair
  - a replacement
4. In the event that the goods break again within a 6 month period from the choice in clause 2 then the Consumer may choose from either a refund or replacement.
5. With regards to services WETPAINT will remedy any defects in the quality of services performed or goods supplied; or refund the consumers a reasonable portion of the price paid for the services performed and goods supplied, in the event of these being sub-standard.

#### **I. The Right to Accountability from WETPAINT**

1. WETPAINT declares that as a supplier of goods to the consumer market, it will exercise care, diligence and skill and remains accountable to consumers for its products and services.

#### **J. Right to cancel advance bookings or orders**

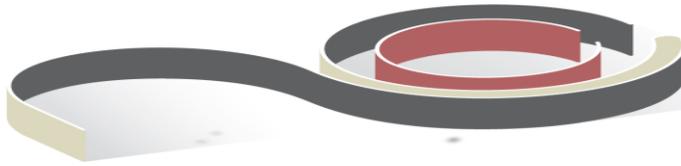
1. WETPAINT recognises the right of the Consumer to cancel advance booking or orders but we reserve the right to charge a reasonable fee in line with the nature of the service or goods being provided and any special circumstances. We will mention this in our agreement with the Consumer.
2. WETPAINT may also request a reasonable deposit for goods or services.

Date created: 15 November 2018

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## **K. The Consumer has a right to complain**

1. The National Consumer Commission (“NCC”) is the primary regulator. You can submit a consumer complaint by completing the attached form below and emailing it to the NCC at [Complaints@thecc.org.za](mailto:Complaints@thecc.org.za). If you call the NCC their agents will also talk you through the process.



NATIONAL CONSUMER COMMISSION  
a member of the dti group

<b>National Consumer Commission</b>	
<b>Form – Complaint- Section 71 (1)</b>	
<b>*Full names of complainant</b>	
<b>*ID/ Registration number of complainant</b>	
<b>Postal Address</b>	
<b>*Physical Address</b>	
	<b>*Province:</b>
<b>*Cell phone number</b>	
<b>Landline number</b>	
<b>Fax number</b>	
<b>*E-mail address</b>	
<b>*Has the complainant previously filed a complaint with the NCC?</b>	
<b>If so, please provide the reference number</b>	
<b>*Nature of complaint</b>	
<b>Name of company (supplier) against whom a complaint is made</b>	

*Address of company against whom complaint is made	
	*Province:
*Company Landline number	
Company Fax number	
*Company E-mail address	
<b>*Short description of complaint</b>	
<b>*Details of steps taken to resolve the complaint</b>	
<b>*List of documents relevant to complaint attached to this form</b>	

<b>*What outcome do you propose for this complaint?</b>	
<b>*Date:</b>	
<b>*Place:</b>	
<b>*Signature:</b>	
<b>Office use only:</b>	
Reference Number	

E-mail to the Commission at: [Complaints@thenc.org.za](mailto:Complaints@thenc.org.za)

## **Guidelines**

1. All fields marked with an \* are **compulsory**
2. If filing a complaint on behalf of a **company/ juristic person**:
  - 2.1. In the ID/ Registration number, it should be the company registration
  - 2.2. Attach proof of financial turnover (Audited financial statement)
3. **Nature of complaint :**

<b>CATEGORY</b>	<b>TICK</b>
Retail	
Motor Vehicles	
Cell phones	
Property	
Financial Services	
Government & Municipalities	
Telecommunications	
Fitness Centres	
Time Share	
Medical Services	
Travel & Tourism	
Education	
Computers & Accessories	
Others (short description)	

4. **\*List of documents relevant to the complaint (must be attached)**
  - 3.1. \*Proof of purchase (receipt/ copy of contract/ offer to purchase)
  - 3.2. Proof of communication with the supplier (copies of email/ documents, phone statement when calls were made)
  - 3.3. Pictures of the defect (if any)

**E-mail to the Commission at: [Complaints@thencc.org.za](mailto:Complaints@thencc.org.za)**