

**A Guide to Compliance on the Optus and Telstra Networks: Message Flow**

		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
<b>Subscription Request</b>	<i>Programme</i>	1	Failure to send subscription request message 4.4.2	Send subscription request message, instructing customer to send MO message to shortcode. In response to a customer's request to opt into a subscription service, content providers must send a subscription request message asking the customer to confirm his or her wish to participate. To trigger a content provider's subscription request message, the customer's request must originate from a subscription mechanism other than a mobile phone, WAP push message, or IVR (e.g., customer enters mobile phone number into MSISDN-submit field in online ad).
		T2	Failure to impose charge for MO message Telstra rule	Impose nominal charge for all MO messages so they appear on customer's bill.
		3	Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 4.4.2	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		4	Misrepresentation of product offering 3.1.11	Display references to product type accurately, consistently, among all messages and ad. This infringement targets message flows that refer to an entirely different product or service than is offered in the ad from which the messages were generated. A message that refers to chat, for example, but was generated from an ad for downloadable content will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product type.
		5	Misrepresentation of product quantity 3.1.11	Display product quantity accurately, consistently, among all messages and ad. This infringement targets message flows that refer to a different product quantity for the stated purchase price than is offered in the ad from which the messages were generated. A message flow that refers to "3 msgs/week," for example, but was generated from an ad claiming customers will receive "daily" horoscopes, will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product quantity. All references to product quantity must be consistent throughout the message flow and the associated ad.
		6	No message quantity 4.4.2	Display actual message quantity for which customer will be billed per charge period. Before opting into a subscription offer, customers must be informed of the number of messages for which they can expect to be billed per charge period. An offer for a trivia game subscription priced at \$2.50 per message, for example, must make clear that customers can expect to be charged for "three trivia questions per week" or "five puzzles every week," whatever the case might be.
		7	Failure to preface subscription request message with "FreeMsg" 4.4.2	Preface all subscription request messages with "FreeMsg." The subscription request message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		8	Failure to identify service 4.4.2	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 9.

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		No.	Infringement	Explanation of Action Required
Subscription Request continued	Programme continued	9	Failure to identify service clearly 4.4.2	Display service name consistently in all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
		10	Failure to disclose clearly duration of "free" period 3.1.9	State clearly duration of period during which service is delivered free of charge. Content providers using the term "free" or equivalent (e.g., complimentary) in their advertisements promoting an offer with an introductory phase at no cost must ensure the duration of the "free" period is stated clearly in associated subscription request messages. Examples of acceptable language include "first three messages free, then \$3.25/msg pair" and "first month free, then \$6.50/month."
	Pricing	11	No pricing 4.4.2	Display full, accurate pricing in prescribed format: \$XX.XX. Before opting into a subscription offer, customers must be informed of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing, including signup cost if applicable, in the subscription request message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 12, 13, and 14.
		12	No mention of signup cost 4.4.2	Disclose signup cost. Before opting into a subscription offer, customers must be informed of the associated purchase price, including any signup cost, or joining fee, imposed. Unclear or vague references to signup cost are unacceptable. Consequently, "\$3sig" would trigger this infringement as would "\$4.00 twice per week plus one off club joining fee at the same price" and "\$6.6/wk, 2 msg join."
		13	Unclear pricing 4.4.2	Display full and correct pricing in prescribed format: \$XX.XX. Before opting into an offer, customers must be informed of the associated purchase price, including any signup cost, or joining fee, imposed. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either \$X or \$XX, without the decimal point (e.g., \$1, \$10).  A few examples of pricing that trigger the infringement "unclear pricing" are as follows: "10\$"; "350 C"; "660c"; "AUD6.60"; "five dollars"; "\$13,20"; "15.00 AUD." Unclear or vague references to signup cost also are unacceptable. Consequently, "\$3sig" would trigger this infringement as would "\$4.00 twice per week plus one off club joining fee at the same price" and "\$6.6/wk, 2 msg join."
		14	Conflicting pricing 4.4.2	Display pricing accurately, consistently, in prescribed format in all messages and ad: \$XX.XX. Before opting into a subscription offer, customers must be informed of the associated purchase price. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.

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		No.	Infringement	Explanation of Action Required
Subscription Request continued	Pricing continued	15	Use of the term <i>free</i> , implying product comes without charge 3.1.9	Remove the term <i>free</i> . Messages sent as part of a subscription service that refer to <i>free</i> bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term <i>free</i> , such messages are cited for “no pricing.”
	Subscription	16	No subscription disclosure 4.4.2	Disclose subscription nature of offer. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Because the number of characters permitted in a message is limited, the message need not display the word <i>subscribe</i> or <i>subscription</i> as required in ads. Instead, the message may make clear the recurring nature of the charges by displaying the basis for calculating charges, such as per day, week, or month. Acceptable abbreviations for conveying the subscription concept include “/day”, “/week”, “/wk”, and “per wk”; “/month”, “/mth”, and “per mth.” The carriers regard the abbreviations “pd”, “pm”, “pwk”, and “pmth” as unclear and, hence, unacceptable.
		17	No subscription charge period 4.4.2	Display subscription charge period. Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges and the billing frequency, or charge period. Charge period might be expressed as, for example, “per day”, “per week”, or “per month.” In the case of chat or other text services, the charge period might be expressed as “per message.” Acceptable abbreviations for charge period include “/day”, “/week”, “/wk”, and “per wk”; “/month”, “/mth”, and “per mth”; “/msg” and “per msg.” The carriers regard the abbreviations “pd”, “pm”, “pwk”, “pmth”, “pmsg”, “pp”, “per pair”, “/pair”, “s/r”, “sr”, “snd”, “rcv”, and “rcvd” as unclear and, hence, unacceptable.
		18	Unclear subscription charge period 4.4.2	Express subscription charge period per time interval such as day, week, or month. Charge period might be expressed as, for example, “per day”, “per week”, or “per month.” In the case of chat or other text services, the charge period might be expressed as “per message.” Acceptable abbreviations for charge period include “/day”, “/week”, “/wk”, and “per wk”; “/month”, “/mth”, and “per mth”; “/msg” and “per msg.” The carriers regard the abbreviations “pd”, “pm”, “pwk”, “pmth”, “pmsg”, “pp”, “per pair”, “/pair”, “s/r”, “sr”, “snd”, “rcv”, and “rcvd” as unclear and, hence, unacceptable.
	T&Cs	19	No content provider contact details 4.4.9	Display content provider contact details in Australia. Messages sent by a content provider as part of a subscription service should contain sufficient information to enable customers to identify and contact the content provider or content supplier. Because size restrictions limit the number of characters permitted in a message, the most practical expression of content provider contact details, approved by the carriers, is a local-charge or free-call Helpline number. See also Nos. 20 and 21.
		20	No local-charge or free-call Helpline number 4.4.2	Display local-charge or free-call Helpline number. So customers recognise these numbers as a source of assistance, they may be labeled as “Help”, “Helpline”, “Info”, or “Customer Service,” for example, or alternatively with the content provider’s complete name. Also acceptable is “Need help? Call [1300 XXX XXX].”
		21	Alphanumeric Helpline number 4.4.2	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 20.

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	<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>	
Subscription Confirmation	<i>Programme</i>	22	Failure to send subscription confirmation message 4.4.3	Send subscription confirmation message. In response to a customer's MO confirming his or her wish to participate in a subscription service, content providers must send a subscription confirmation message verifying the customer's opt-in. Only after having sent this message may the content provider begin supplying, and charging the customer for, the service.
		23	Failure to require double opt-in 4.4.3b	Require customer to send MO message to shortcode before sending billed MT.
		24	Subscription confirmation message sent as WAP push 4.3.4; 4.4.5	Send subscription confirmation message as standard SMS message only.
		25	Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 4.4.3	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		T26	Failure to identify content provider 4.4.9	Identify content provider by name. Messages sent by a content provider as part of a subscription service should contain sufficient information to enable the customer to identify and contact the content provider or content supplier. The name of the content provider of record, as it appears on page 1 of the infringement notice, must be displayed in the subscription confirmation message. Service providers who are operating on a shortcode the content provider of record has sub-aggregated to them may display their name in the subscription confirmation message instead—but <i>only</i> if the service provider's name is properly registered with the associated shortcode at www.19sms.com.au.
		27	Misrepresentation of product offering 3.1.11	Display references to product type accurately, consistently, among all messages and ad. This infringement targets message flows that refer to an entirely different product or service than is offered in the ad from which the messages were generated. A message that refers to chat, for example, but was generated from an ad for downloadable content will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product type.
		28	Misrepresentation of product quantity 3.1.11	Display product quantity accurately, consistently, among all messages and ad. This infringement targets message flows that refer to a different product quantity for the stated purchase price than is offered in the ad from which the messages were generated. A message flow that refers to "3 msgs/week," for example, but was generated from an ad claiming customers will receive "daily" horoscopes, will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product quantity. All references to product quantity must be consistent throughout the message flow and the associated ad.
		29	No message quantity 4.4.3	Display actual message quantity for which customer will be billed per charge period. On opting into a subscription offer, customers must be informed of the number of messages for which they can expect to be billed per charge period. An offer for a trivia game subscription priced at \$2.50 per message, for example, must make clear that customers can expect to be charged for "three trivia questions per week" or "five puzzles every week," whatever the case might be.
		O30	Contains unauthorised marketing elements 3.2.5	Remove unauthorised marketing elements from subscription confirmation message. Content providers are prohibited from including in the subscription confirmation message any inducement for the customer to opt into another, unrelated service unless the ad from which the subscription confirmation message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.

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<b>Subscription Confirmation continued</b>	<i>Programme continued</i>	31	Failure to preface subscription confirmation message with "FreeMsg" 4.4.3	Preface all subscription confirmation messages with "FreeMsg." The subscription confirmation message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		T32	Contains marketing elements <b>Telstra rule</b>	Remove marketing elements from all purchase confirmation messages. Content providers are prohibited from including in the subscription confirmation message any inducement for the customer to opt into another, unrelated service.
		33	Failure to identify service 4.4.3	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 34.
		34	Failure to identify service clearly 4.4.3	Display service name consistently among all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
		35	Failure to disclose clearly duration of "free" period 3.1.9	State clearly duration of period during which service is delivered free of charge. Content providers using the term "free" or equivalent (e.g., complimentary) in their advertisements promoting an offer with an introductory phase at no cost must ensure the duration of the "free" period is stated clearly in associated subscription confirmation messages. Examples of acceptable language include "first three messages free, then \$3.25/msg pair" and "first month free, then \$6.50/month."
	<i>Pricing</i>	36	No pricing 4.4.3	Display full, accurate pricing in prescribed format: \$XX.XX. On opting into a subscription offer, customers must be reminded of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing, including signup cost if applicable, in the subscription confirmation message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 35, 36, and 37.
		37	No mention of signup cost 4.4.3	Disclose signup cost. On opting into a subscription offer, customers must be reminded of the associated purchase price, including any signup cost, or joining fee, imposed. Unclear or vague references to signup cost are unacceptable. Consequently, "\$3sig" would trigger this infringement as would "\$4.00 twice per week plus one off club joining fee at the same price" and "\$6.6/wk, 2 msg join."

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	No.	Infringement	Explanation of Action Required
Subscription Confirmation continued	Pricing continued	38	Unclear pricing 4.4.3 <p>Display full and correct pricing in prescribed format: \$XX.XX. Before opting into an offer, customers must be informed of the associated purchase price, including any signup cost, or joining fee, imposed. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either \$X or \$XX, without the decimal point (e.g., \$1, \$10).</p> <p>A few examples of pricing that trigger the infringement “unclear pricing” are as follows: “10\$”, “350 C”, “660c”, “AUD6.60”, “five dollars”, “\$13,20”, “15.00 AUD.” Unclear or vague references to signup cost also are unacceptable. Consequently, “\$3sig” would trigger this infringement as would “\$4.00 twice per week plus one off club joining fee at the same price” and “\$6.6/wk, 2 msg join.”</p>
		39	Conflicting pricing 4.4.3 <p>Display pricing accurately, consistently, in prescribed format among all messages and ad: \$XX.XX. On opting into a subscription offer, customers must be reminded of the associated purchase price. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.</p>
		40	Use of the term <i>free</i> , implying product comes without charge 3.1.9 <p>Remove the term <i>free</i>. Messages sent as part of a subscription service that refer to <i>free</i> bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term <i>free</i>, such messages are cited for “no pricing.”</p>
	Subscription	41	No subscription disclosure 4.4.3 <p>Disclose subscription nature of offer. On opting into a subscription offer, customers must be reminded of the recurring nature of the associated charges. Because the number of characters permitted in a message is limited, the message need not display the word <i>subscribe</i> or <i>subscription</i> as required in ads. Instead, the message may make clear the recurring nature of the charges by displaying the basis for calculating charges, such as per day, week, or month. Acceptable abbreviations for conveying the subscription concept include “/day”, “/week”, “/wk”, and “per wk”; “/month”, “/mth”, and “per mth.” The carriers regard the abbreviations “pd”, “pm”, “pwk”, and “pmth” as unclear and, hence, unacceptable.</p>
		42	No subscription charge period 4.4.3 <p>Display subscription charge period. On opting into a subscription offer, customers must be reminded of the recurring nature of the associated charges and the billing frequency, or charge period. Charge period might be expressed as, for example, “per day”, “per week”, or “per month.” In the case of chat or other text services, the charge period might be expressed as “per message.” Acceptable abbreviations for charge period include “/day”, “/week”, “/wk”, and “per wk”; “/month”, “/mth”, and “per mth”; “/msg” and “per msg.” The carriers regard the abbreviations “pm”, “pwk”, “pmth”, “pmsg”, “pp”, “per pair”, “/pair”, “s/r”, “sr”, “snd”, “rcv”, and “rcvd” as unclear and, hence, unacceptable.</p>
		43	Unclear subscription charge period 4.4.3 <p>Express subscription charge period per time interval such as day, week, or month. Charge period might be expressed as, for example, “per day”, “per week”, or “per month.” In the case of chat or other text services, the charge period might be expressed as “per message.” Acceptable abbreviations for charge period include “/day”, “/week”, “/wk”, and “per wk”; “/month”, “/mth”, and “per mth”; “/msg” and “per msg.” The carriers regard the abbreviations “pm”, “pwk”, “pmth”, “pmsg”, “pp”, “per pair”, “/pair”, “s/r”, “sr”, “snd”, “rcv”, and “rcvd” as unclear and, hence, unacceptable.</p>

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Subscription Confirmation continued	T&Cs	44	No content provider contact details 4.4.9	Display content provider contact details in Australia. Messages sent by a content provider as part of a subscription service should contain sufficient information to enable the customer to identify and contact the content provider or content supplier. Because size restrictions limit the number of characters permitted in a message, the most practical expression of content provider contact details, approved by the carriers, is a local-charge or free-call Helpline number. See also Nos. 45 and 46.
		45	No local-charge or free-call Helpline number 4.4.3	Display local-charge or free-call Helpline number. So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		46	Alphanumeric Helpline number 4.4.3	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 45.
		47	No unsubscribe information 4.4.3	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. Moreover, content providers must <i>always</i> allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word <i>Text</i> , <i>Send</i> , <i>SMS</i> , or <i>Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., <i>Unsubscribe</i> , <i>End</i> , <i>Quit</i> ), one of which must be <i>STOP</i> . Keywords such as <i>Stopmusic</i> or <i>End Club</i> , without the simple option <i>STOP</i> , are unacceptable. See also No. 48.
		48	Unclear unsubscribe information 4.4.3	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information <i>all</i> the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 47.
		49	Incorrect unsubscribe information 4.1.6	Display <i>STOP</i> as unsubscribe command. Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option <i>STOP</i> . See also No. 47.

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<b>Non-subscription WAP Purchase Confirmation</b>	<i>Programme</i>	50	Failure to send purchase confirmation message 4.3.2	Send purchase confirmation message, instructing customer to send MO message to shortcode. In response to a customer's request to opt into a non-subscription WAP-billed service, content providers must send a purchase confirmation message verifying the customer's opt-in. To trigger this type of content provider's purchase confirmation message, the customer's request must originate from a subscription mechanism (e.g., link) contained in a marketing message sent via WAP push. Only after having sent this message may the content provider begin supplying, and charging the customer for, the product or service.
		51	Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 4.3.2	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		52	Contains unauthorised marketing elements 3.2.5	Remove unauthorised marketing elements from purchase confirmation message. Content providers are prohibited from including in the purchase confirmation message any inducement for the customer to opt into another, unrelated service unless the ad from which the purchase confirmation message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		53	Failure to preface purchase confirmation message with "FreeMsg" 4.3.2	Preface all purchase confirmation messages with "FreeMsg." The non-subscription WAP purchase confirmation message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		54	Failure to identify service 4.3.2	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 55.
		55	Failure to identify service clearly 4.3.2	Display service name consistently in all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Pik-A-Vid" and "Chooz your Chick" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
	56	Multiple purchase confirmation messages 4.3.2	Refrain from sending more than one purchase confirmation message per customer request.	
	<i>Pricing</i>	57	No pricing 4.3.2	Display full, accurate pricing in prescribed format: \$XX.XX. On opting into an offer, customers must be reminded of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing in the non-subscription WAP purchase confirmation message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 58 and 59.

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		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
Non-subscription WAP Purchase Confirmation continued	<i>Pricing continued</i>	58	Unclear pricing 4.3.2	Display full, accurate pricing in prescribed format: \$XX.XX. On opting into an offer, customers must be reminded of the associated purchase price imposed. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either \$X or \$XX, without the decimal point (e.g., \$1, \$10).  Examples of pricing that trigger the infringement “unclear pricing” include “10\$”; “350 C”; “660c”; “AUD6.60”; “five dollars”; “\$13,20”; “15.00 AUD.”
		59	Conflicting pricing 4.3.2	Display pricing accurately, consistently, in prescribed format among all messages and ad: \$XX.XX. On opting into an offer, customers must be reminded of the associated purchase price. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.
		60	Use of the term <i>free</i> , implying product comes without charge 3.1.9	Remove the term <i>free</i> . Messages sent as part of a non-subscription service that refer to <i>free</i> bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term <i>free</i> , such messages are cited for “no pricing.”
	<i>T&amp;Cs</i>	61	No local-charge or free-call Helpline number 4.3.2	Display local-charge or free-call Helpline number. So customers can recognise these numbers as a source of assistance, they must be labeled clearly as “Help,” “Helpline,” “Info,” or “Customer Service,” for example, or alternatively with the content provider’s complete name. Also acceptable is “Need help? Call [1300 XXX XXX].”
		62	Alphanumeric Helpline number 4.4.2	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 61.
	\$30 Exp. Update	<i>Programme</i>	63	Failure to send \$30 expenditure update 4.3.4; 4.4.5
64			\$30 expenditure update sent as WAP push 4.3.4; 4.4.5	Send \$30 expenditure updates as standard SMS message only.
65			Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 4.3.5; 4.4.6	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier’s name, the content provider may not make such a representation.

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	<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
<b>\$30 Expenditure Update continued</b>	<i>Programme continued</i>	O66 Contains unauthorised marketing elements 3.2.5	Remove unauthorised marketing elements from \$30 expenditure update. Content providers are prohibited from including in the \$30 expenditure update any inducement for the customer to opt into another, unrelated service unless the ad from which the \$30 expenditure update was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		67 Failure to preface expenditure update with "FreeMsg" 4.3.5; 4.4.6	Preface all expenditure updates with "FreeMsg." The \$30 expenditure update must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		T68 Contains marketing elements <b>Telstra rule</b>	Remove marketing elements from all reminders and updates. Content providers are prohibited from including in \$30 expenditure updates any inducement for the customer to opt into another, unrelated service.
		69 Failure to identify service 4.3.5; 4.4.6	Display service name or shortcode. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 70.
		70 Failure to identify service clearly 4.3.5; 4.4.6	Display service name consistently among all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Pik-A-Vid" and "Chooz your Chick" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
	<i>Subscription</i>	71 No subscription disclosure 4.4.6	Disclose subscription nature of offer. When sending a \$30 expenditure update, content providers must remind customers of the recurring nature of the charges associated with the product or service. Because the number of characters permitted in a message is limited, the message need not display the word <i>subscribe</i> or <i>subscription</i> as required in ads. Instead, the message may make clear the recurring nature of the charges by displaying the basis for calculating charges, such as per day, week, or month. Acceptable abbreviations for conveying the subscription concept include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth." The carriers regard the abbreviations "pd," "pm," "pwk," and "pmth" as unclear and, hence, unacceptable.
	<i>T&amp;Cs</i>	72 No content provider contact details [subscription services only] 4.4.9	Display content provider contact details in Australia. Messages sent by a content provider as part of a subscription service should contain sufficient information to enable the customer to identify and contact the content provider or content supplier. Because size restrictions limit the number of characters permitted in a message, the most practical expression of content provider contact details, approved by the carriers, is a local-charge or free-call Helpline number. See also Nos. 73 and 74.
		73 No local-charge or toll-free Helpline number [subscription services only] 4.4.6	Display local-charge or free-call Helpline number. So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "customer service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."

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<b>A Guide to Compliance on the Optus and Telstra Networks: Message Flow</b>				
		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
<b>\$30 Expenditure Update</b> continued	<i>T&amp;Cs</i> continued	74	Alphanumeric Helpline number 4.4.6	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 73.
		75	No unsubscribe information [subscription services only] 4.4.6	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. Moreover, content providers must <i>always</i> allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word <i>Text</i> , <i>Send</i> , <i>SMS</i> , or <i>Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., <i>Unsubscribe</i> , <i>End</i> , <i>Quit</i> ), one of which must be <i>STOP</i> . Keywords such as <i>Stopmusic</i> or <i>End Club</i> , without the simple option <i>STOP</i> , are unacceptable. See also No. 76.
		76	Unclear unsubscribe information [subscription services only] 4.4.6	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information <i>all</i> the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 75.
		77	Incorrect unsubscribe information [subscription services only] 4.4.6	Display <i>STOP</i> as unsubscribe command. Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option <i>STOP</i> . See also No. 75.
<b>30-Day Reminder</b> [subscription only]	<i>Programme</i>	78	Failure to send 30-day reminder 4.4.7	Send 30-day reminder to subscription customers who have not had occasion to receive \$30 expenditure update during single calendar month.
		79	30-day reminder sent as WAP push	Send 30-day reminders as standard SMS message only.
		80	Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 4.4.8	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		O81	Contains unauthorised marketing elements 3.2.5	Remove unauthorised marketing elements from 30-day reminder. Content providers are prohibited from including in the 30-day reminder any inducement for the customer to opt into another, unrelated service unless the ad from which the 30-day reminder was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		82	Failure to preface 30-day reminder with "FreeMsg" 4.4.8	Preface all reminders with "FreeMsg." The 30-day reminder must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		T83	Contains marketing elements Telstra rule	Remove marketing elements from all reminders and updates. Content providers are prohibited from including in 30-day reminders any inducement for the customer to opt into another, unrelated service.

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**OPTUS AND TELSTRA PROPRIETARY AND CONFIDENTIAL**

► Yellow highlights indicate all changes and additions since the previous revision.

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<b>A Guide to Compliance on the Optus and Telstra Networks: Message Flow</b>				
	<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>	
30-Day Reminder [subscription only] continued	<i>Programme continued</i>	84	Failure to identify service 4.4.8	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
		85	Failure to identify service clearly 4.4.8	Display service name consistently in all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
	<i>Pricing</i>	86	No pricing 4.4.8	Display full, accurate pricing in prescribed format: \$XX.XX. Content providers are obligated to disclose the full, accurate pricing, including charge per MO message, MT message, or charge period, in 30-day reminders. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 87 and 88.
		87	Conflicting pricing 4.4.8	Display pricing accurately, consistently, in prescribed format among all messages and ad: \$XX.XX. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.
		88	Unclear pricing 4.4.8	Display full, accurate pricing in prescribed format: \$XX.XX. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either \$X or \$XX, without the decimal point (e.g., \$1, \$10).  Examples of pricing that trigger the infringement "unclear pricing" include "10\$"; "350 C"; "660c"; "AUD6.60"; "five dollars"; "\$13,20"; "15.00 AUD."
		89	Use of the term <i>free</i> , implying product comes without charge 3.1.9	Remove the term <i>free</i> . Messages sent as part of a subscription service that refer to <i>free</i> bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term <i>free</i> , such messages are cited for "no pricing."

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		No.	Infringement	Explanation of Action Required
30-Day Reminder [subscription only] continued	Subscription	T90	No subscription disclosure 4.4.8	Disclose subscription nature of offer. When sending a 30-day reminder, content providers must remind customers of the recurring nature of the charges associated with the product or service. Because the number of characters permitted in a message is limited, the message need not display the word <i>subscribe</i> or <i>subscription</i> as required in ads. Instead, the message may make clear the recurring nature of the charges by displaying the basis for calculating charges, such as per day, week, or month. Acceptable abbreviations for conveying the subscription concept include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth." The carriers regard the abbreviations "pd," "pm," "pwk," and "pmth" as unclear and, hence, unacceptable.
		91	No subscription charge period 4.4.8	Display subscription charge period. When sending a 30-day reminder, content providers must remind customers of the recurring nature of the associated charges and the billing frequency, or charge period. Charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period might be expressed as "per message." Acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pd," "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," "sr," "snd," "rcv," and "rcvd" as unclear and, hence, unacceptable.
		92	Unclear subscription charge period 4.4.8	Express subscription charge period per time interval such as day, week, or month. Charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period might be expressed as "per message." Acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pd," "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," "sr," "snd," "rcv," and "rcvd" as unclear and, hence, unacceptable.
	T&Cs	93	No content provider contact details 4.4.9	Display content provider contact details in Australia. Messages sent by a content provider as part of a subscription service should contain sufficient information to enable the customer to identify and contact the content provider or content supplier. Because size restrictions limit the number of characters permitted in a message, the most practical expression of content provider contact details, approved by the carriers, is a local-charge or free-call Helpline number. See also Nos. 94 and 95.
		94	No local-charge or free-call Helpline number 4.4.8	Display local-charge or free-call Helpline number. So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		95	Alphanumeric Helpline number 4.4.8	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 94.
		96	No unsubscribe information 4.4.8	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. Moreover, content providers must <i>always</i> allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word <i>Text, Send, SMS, or Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., <i>Unsubscribe, End, Quit</i> ), one of which must be <i>STOP</i> . Keywords such as <i>Stoptmusic</i> or <i>End Club</i> , without the simple option <i>STOP</i> , are unacceptable. See also No. 97.

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		No.	Infringement	Explanation of Action Required
30-Day Reminder	T&Cs <i>continued</i>	97	Unclear unsubscribe information 4.4.8	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information <i>all</i> the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 96.
		98	Incorrect unsubscribe information 4.4.8	Display <i>STOP</i> as unsubscribe command. Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option <i>STOP</i> . See also No. 96.
Chat Warning	Programme	99	Contains unauthorised marketing elements 3.2.5	Remove unauthorised marketing elements from chat warning message. Content providers are prohibited from including in the chat warning message any inducement for the customer to opt into another, unrelated service unless the ad from which the chat warning message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		100	Failure to send chat service warning message 4.1.7	Send chat service warning message alerting customer to potential dangers of disclosing personal details via chat.
		T101	Failure to preface chat service warning message with "FreeMsg" Telstra rule	Preface all chat service warning messages with "FreeMsg." The chat warning message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		102	Failure to alert customer to potential dangers of disclosing personal details via chat 4.1.7	Express in chat warning message potential dangers of disclosing personal details via chat.
		T103	Failure to identify service 3.1.11; Telstra rule	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 104.
		104	Failure to identify service clearly 3.1.11; Telstra rule	Display service name consistently in all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Cheeky Coeds" and "Coeds Outta Control!" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.

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		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
Chat Welcome [non-subscription only]	<i>Programme</i>	105	Failure to send chat service welcome message 4.3.6	Send chat service welcome message. The chat service welcome message serves as a purchase confirmation message for this non-subscription service, verifying the customer's opt-in.
		106	Contains unauthorised marketing elements 3.2.5	Remove unauthorised marketing elements from chat welcome message. Content providers are prohibited from including in the chat welcome message any inducement for the customer to opt into another, unrelated service unless the ad from which the chat welcome message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		107	Misrepresentation of product offering 3.1.11	Display references to product type accurately, consistently, among all messages and ad. This infringement targets chat welcome messages that refer to any product or service other than chat. A message that refers to downloadable content, for example, such as videos or wallpapers, will be cited accordingly.
		108	Misrepresentation of message quantity 4.3.6	Display actual message quantity for which customer will be billed per charge period. On opting into a chat service, customers must be informed of the number of messages for which they can expect to be billed per charge period. This infringement targets chat services priced per message (e.g., \$.25 to send/\$3.75 receive), for example, but that fail to disclose the fact customers will receive multiple messages for every one they send (e.g., "You will receive five messages for each one you send"). Customers expecting to be charged \$4.00 for one message pair will be surprised when actually they are charged nearly five times that much, \$19.00, for a single message exchange.
		109	Failure to identify service 4.3.6	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different chat services, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 110.
		110	Failure to identify service clearly 4.3.6	Display service name consistently in all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Cheeky Coeds" and "Coeds Outta Control!" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
		111	Failure to preface chat service welcome message with "FreeMsg" 4.3.6	Preface all chat service welcome messages with "FreeMsg." The chat service welcome message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
	<i>Pricing</i>	112	No pricing 4.3.6	Display full, accurate pricing in prescribed format: \$XX.XX. On opting into an offer, customers must be reminded of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing in the chat service welcome message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 113 and 114.

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		No.	Infringement	Explanation of Action Required	
Chat Welcome [non-subscription only] continued	Pricing continued	113	Unclear pricing 4.3.6	Display full, accurate pricing in prescribed format: \$XX.XX. On opting into an offer, customers must be reminded of the associated purchase price imposed. Attempts to obscure pricing or confuse customers with creative formats are unacceptable. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either \$X or \$XX, without the decimal point (e.g., \$1, \$10).  Examples of pricing that trigger the infringement “unclear pricing” include “4\$”, “350 C”, “660c”, “AUD2.25”, “two dollars”, “\$13,20”, “15.00 AUD.”	
		114	Conflicting pricing 4.3.6	Display pricing accurately, consistently, in prescribed format among all messages and ad: \$XX.XX. On opting into an offer, customers must be reminded of the associated purchase price. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.	
		115	Use of the term <i>free</i> , implying product comes without charge 3.1.9	Remove the term <i>free</i> . Messages sent as part of a non-subscription service that refer to <i>free</i> bonus content or messages but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term <i>free</i> , such messages are cited for “no pricing.”	
	T&Cs	116	No local-charge or free-call Helpline number 4.3.6	Display local charge or free-call Helpline number. So customers can recognise these numbers as a source of assistance, they may be labeled as “Help,” “Helpline,” “Info,” or “Customer Service,” for example, or alternatively with the content provider’s complete name. Also acceptable is “Need help? Call [1300 XXX XXX].”	
		117	Alphanumeric Helpline number 4.3.6	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 116.	
		118	No charge period 4.3.6	Display charge period. Before opting into a non-subscription chat service, customers must be informed of the billing frequency, or charge period. In the case of chat, the charge period might be expressed as “per message” or “per message pair.” Acceptable abbreviations for charge period include “/msg,” “per msg,” “/msg pair,” “per msg pair,” and “send/receive.” See also No. 119.	
		119	Unclear charge period 4.3.6	Express charge period per message or per message pair. Before opting into a non-subscription chat service, customers must be informed of the billing frequency, or charge period. In the case of chat, the charge period might be expressed as “per message” or “per message pair.” Acceptable abbreviations for charge period include “/msg,” “per msg,” “/msg pair,” “per msg pair,” and “send/receive.” The carriers regard the abbreviations “pm,” “pwk,” “pmsg,” “pp,” “per pair,” “pair,” “s/r,” “sr,” “snd,” “rcv,” and “rcvd” as unclear and, hence, unacceptable.	
	Paid	Programme	120	Failure to preface paid message with “\$Msg” 5.2.5	Preface all paid messages with “\$Msg.” When the mobile content fee for an MT message is higher than the standard charge for receiving an SMS or MMS message, except for MT messages sent as part of a chat service, the content provider must preface the MT message with “\$Msg.”

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		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
Free Period	<i>Programme</i>	121	Failure to send message that “free” period is over <b>3.1.9</b>	Send message notifying customer that “free” period is over and charges will commence.
		122	Contains unauthorised marketing elements <b>3.2.5</b>	Remove unauthorised marketing elements from “free” period message. Content providers are prohibited from including in the “free” period message any inducement for the customer to opt into another, unrelated service unless the ad from which the “free” period message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		123	Failure to preface “free” period message with “FreeMsg” <b>3.1.9</b>	Preface all “free” period messages with “FreeMsg.” The free period message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with “FreeMsg.”
	<i>T&amp;Cs</i>	124	No content provider contact details [subscription services only] <b>4.4.9</b>	Display content provider contact details in Australia. Messages sent by a content provider as part of a subscription service should contain sufficient information to enable the customer to identify and contact the content provider or content supplier. Because size restrictions limit the number of characters permitted in a message, the most practical expression of content provider contact details, approved by the carriers, is a local-charge or free-call Helpline number. See also Nos. 125 and 126.
		125	No local-charge or free-call Helpline number <b>3.1.9</b>	Display local-charge or free-call Helpline number. So customers recognise these numbers as a source of assistance, they may be labeled as “Help,” “Helpline,” “Info,” or “Customer Service,” for example, or alternatively with the content provider’s complete name. Also acceptable is “Need help? Call [1300 XXX XXX].”
		126	Alphanumeric Helpline number <b>3.1.9</b>	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No.125.
		127	No unsubscribe information <b>3.1.9</b>	Display unsubscribe information as “Text [Send, SMS, or Reply] STOP to [shortcode].” Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. Moreover, content providers must <i>always</i> allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word <i>Text, Send, SMS, or Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., <i>Unsubscribe, End, Quit</i> ), one of which must be <i>STOP</i> . Keywords such as <i>Stopmusic</i> or <i>End Club</i> , without the simple option <i>STOP</i> , are unacceptable. See also No. 128.
		128	Unclear unsubscribe information <b>3.1.9</b>	Display unsubscribe information as “Text [Send, SMS, or Reply] STOP to [shortcode].” Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information <i>all</i> the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement “unclear opt-out information” include “Send STOP to stop”; “Stop to end”; “STOP ALL to 199777.” See also No. 127.
		129	Incorrect unsubscribe information <b>3.1.9</b>	Display <i>STOP</i> as unsubscribe command. Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option <i>STOP</i> . See also No. 127.

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		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
Free Period continued	<i>T&amp;Cs continued</i>	130	Failure to disclose clearly duration of “free” period <b>3.1.9</b>	State clearly duration of period during which service is delivered free of charge.
	<i>Charges and Billing</i>	131	No mention of impending charges <b>3.1.9</b>	Remind customer to expect impending charges and the amount in prescribed format: \$XX.XX. At the conclusion of the free period, customers must be reminded of the impending charges. Content providers are obligated to restate the full, accurate pricing, including sign-up cost if applicable, in the free period message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 132 and 133.
		132	Unclear impending charges <b>3.1.9</b>	State amount of impending charges clearly in prescribed format: \$XX.XX. At the conclusion of the free period, customers must be reminded of the impending charges. Content providers are obligated to restate the full, accurate pricing, including sign-up cost if applicable, in the free period message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Examples of pricing that trigger the infringement “unclear pricing” are as follows: “10\$”; “350 C”; “660c”; “AUD6.60”; “five dollars”; “\$13,20”; “15.00 AUD.”
		133	Conflicting impending charges <b>3.1.9</b>	Display impending charges accurately, consistently, in prescribed format: \$XX.XX. At the conclusion of the free period, customers must be reminded of the impending charges. Content providers are obligated to restate the full, accurate pricing, including sign-up cost if applicable, in the free period message. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.
Marketing	<i>Programme</i>	134	Unauthorised marketing message or messages <b>3.2.5</b>	Refrain from sending marketing messages to customers who decline option or opt out.
		135	Message sender not identified <b>3.1.13</b>	Identify message sender clearly and accurately in all marketing messages (identify content provider by name). The name of the content provider of record, as it appears on page 1 of the infringement notice, must be displayed in all marketing messages. Service providers who are operating on a shortcode the content provider of record has sub-aggregated to them may display their name instead in marketing messages—but <i>only</i> if the service provider’s name is properly registered with the associated shortcode at www.19sms.com.au.
		136	Unclear or inaccurate identification of message sender <b>3.1.13</b>	Identify message sender clearly and accurately in all marketing messages (identify content provider by name). The name of the content provider of record, as it appears on page 1 of the infringement notice, must be displayed in all marketing messages. Service providers who are operating on a shortcode the content provider of record has sub-aggregated to them may display their name in the subscription confirmation message instead—but <i>only</i> if the service provider’s name is properly registered with the associated shortcode at www.19sms.com.au.  In addition, all references to the content provider must be consistent throughout the message flow and the ad. Therefore, this infringement is applied, as well, to two or more messages in the same flow that contradict one another or the ad regarding content provider name.

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	<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>	
Marketing continued	Programme continued	137	Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 3.1.11	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		138	Contains adult-related language or concepts 3.1.13	Remove adult-related language or concepts from all marketing messages.
		139	Failure to preface marketing message with "FreeMsg" 3.1.13	Preface all marketing messages with "FreeMsg." Marketing messages must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing these messages with "FreeMsg."
		140	Implies message is personal or suggests false imperative 3.1.13	Refrain from implying marketing message is personal or suggesting false imperative. Content providers are prohibited from sending marketing messages couched as a personal message or otherwise suggesting a false imperative for customers to reply. Examples of language that will raise this infringement include "I fancy you"; "I miss you"; "Urgent, please call"; "I'm lonely. Do you want to chat?"
		141	Multiple marketing messages sent per week 3.1.14	Refrain from sending more than one marketing message per week.
	Pricing	142	No pricing 3.1.17	Display full, accurate pricing in prescribed format: \$XX.XX. Before opting into an offer, customers must be informed of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing, including signup cost if applicable, in the marketing message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign (\$). Pricing under \$1.00 may be expressed either in the prescribed format above (e.g., \$0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c).
		143	Use of the term <i>free</i> , implying product comes without charge 3.1.9	Remove the term <i>free</i> . Marketing messages sent as part of a subscription or non-subscription service that refer to <i>free</i> bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. Marketing messages may refer to <i>free</i> bonus content only if they also display clearly the primary offer's complete pricing details.
	T&Cs	144	No unsubscribe information 3.1.13	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. Moreover, content providers must <i>always</i> allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word <i>Text, Send, SMS, or Reply</i> ; 2) the keyword <i>STOP</i> ; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., <i>Unsubscribe, End, Quit</i> ), one of which must be <i>STOP</i> . Keywords such as <i>Stopmusic</i> or <i>End Club</i> , without the simple option <i>STOP</i> , are unacceptable. See also No. 145.
		145	Unclear unsubscribe information 3.1.13	Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]." Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information <i>all</i> the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 144.

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		No.	Infringement	Explanation of Action Required
Mktg.	T&Cs <i>continued</i>	146	Incorrect unsubscribe information 3.1.13	Display <i>STOP</i> as unsubscribe command. Customers must be permitted to unsubscribe from any service <i>at any time</i> , and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option <i>STOP</i> . See also No. 144.
Error	Programme	147	Failure to send error message 5.1.8	Send message promptly informing customer that message has not been recognised.
		148	Failure to preface error message with "FreeMsg" 5.1.8	Preface all error messages with "FreeMsg." Error messages must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing these messages with "FreeMsg."
		149	Failure to confirm error 5.1.8	Inform customer message has not been recognised. Customers must be left in no doubt when their message has not been recognised. In such cases, content providers must advise customers in a free SMS message that their request has not been understood. Acceptable language for an error message includes the following: "Sorry, we could not understand ur msg, please try again"; "Ur message was not recognised, resend your request"; and "Your msg has an error. Please check & resend."
		150	Failure to identify service 5.1.8	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 151.
		151	Failure to identify service clearly 5.1.8	Display service name consistently in all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtones Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.
		T&Cs	152	No local-charge or free-call Helpline number 5.1.8
Unsubscribe	Programme	153	Failure to respond within one business day to customer message to STOP service 7.2.5	Send message promptly informing customer that service has been terminated and that no more messages will be sent.
		O154	Customer STOP message not recognised 7.2.4	Treat as STOP request any message containing the word "stop." Content providers are obligated to treat as a request for service termination any MO message containing the word <i>STOP</i> sent to a shortcode. The keyword <i>STOP</i> must not be case sensitive, and it may appear anywhere in the message.

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		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
Unsubscribe Confirmation [subscription only] continued	<i>Programme continued</i>	T154	Customer STOP message not recognised 7.2.4	Treat as STOP request any message containing the word "stop" or command to terminate service. Content providers are obligated to treat as a request for service termination any MO message containing the word STOP sent to a shortcode. The keyword STOP must not be case sensitive, and it may appear anywhere in the message. Content providers also must recognise all message containing words that a reasonable person would interpret as a request to terminate a service. Such words might include "cancel"; "Please don't send any more"; and "Who are you? No more texts."
		155	Unapproved carrier [Optus, Telstra] endorsement or use of carrier name 3.1.11; Telstra rule	Remove carrier endorsement or carrier name. Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		156	Contains unauthorised marketing elements 3.2.5	Remove unauthorised marketing elements from STOP message. Content providers are prohibited from including in the STOP message any inducement for the customer to opt into another, unrelated service unless the ad from which the STOP message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		157	Failure to preface unsubscribe confirmation message with "FreeMsg" 7.2.6	Preface unsubscribe confirmation message with "FreeMsg." The unsubscribe confirmation message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		158	Failure to confirm service termination 7.2.5	Inform customer that service has been terminated. Customers must be left in no doubt that their service has been cancelled, that they will receive no more messages associated with the cancelled service, and that no more charges associated with the cancelled service will appear on their mobile phone bill. Acceptable language for confirming service termination includes "You have unsubscribed"; "You are unsubscribed"; "You are now unsubscribed." Examples of failure to confirm service termination include "Your details have been removed from our database"; "You have stopped"; "We're sorry to see U go. U've lost all yr credits"; "Service is discontinued"; "UR no longer a Club member"; "To restart, reply FUN."
		159	Failure to identify service Optus PSPP; Telstra rule	Display service name. Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer. See also No. 160.
		160	Failure to identify service clearly Optus PSPP; Telstra rule	Display service name consistently in all messages and ad. Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB, and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must describe, and at a minimum not contradict, the nature of the product or service on offer.

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		<i>No.</i>	<i>Infringement</i>	<i>Explanation of Action Required</i>
Unsubscribe Confirmation cont.	T&Cs	161	No content provider contact details 4.4.9	Display content provider contact details in Australia. Messages sent by a content provider as part of a subscription service should contain sufficient information to enable the customer to identify and contact the content provider or content supplier. Because the number of characters permitted in a message is limited, the most practical expression of content provider contact details, approved by the carriers, is a local-charge or free-call Helpline number. See also Nos. 162 and 163.
		T162	No local-charge or free-call Helpline number Telstra rule	Display local-charge or free-call Helpline number. So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		T163	Alphanumeric Helpline number Telstra rule	Display local-charge or free-call Helpline number entirely in numerals (no letters). Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. T162.