

Variation of Code of Practice for Market Conduct in the Provision of Media Services

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No. S 186

MEDIA DEVELOPMENT AUTHORITY OF SINGAPORE ACT (CHAPTER 172)

VARIATION OF CODE OF PRACTICE FOR MARKET CONDUCT IN THE PROVISION OF MEDIA SERVICES

In exercise of the powers conferred by section 17(3) of the Media Development Authority of Singapore Act, the Media Development Authority of Singapore varies the Code of Practice for Market Conduct in the Provision of Media Services (G.N. No. S 148/2010) as follows, with effect from 30 April 2016:

Deletion and substitution of paragraph 3.1

1. Paragraph 3.1 of the Code is deleted and the following paragraph substituted therefor:

“3.1 Introduction

All Regulated Persons must comply with the requirements in this Part, which are designed to ensure that they act fairly and reasonably in their dealings with Consumers, provide end-consumers with quality service and accurate and timely bills, and do not use subscriber information (referred to in this Part as “SSI”) for unauthorised purposes..

New paragraphs 3.2A to 3.2F

2. The Code is amended by inserting, immediately after paragraph 3.2, the following paragraphs:

“3.2A Publication of Information on Subscription Service

- (a) A Regulated Person must, without charge, make available to the public up-to-date information about any Subscription Service offered by it, including:
 - (i) a description of and the subscription fee for the Subscription Service; and
 - (ii) the terms and conditions upon which the Subscription Service is offered, including:
 - (A) where the Subscription Service offered is or includes a broadcasting service, the channels in the Subscription Service;
 - (B) the specifications of any discount or other promotion offered, including the period(s) during which such discount or other promotion will be offered and the applicable charge(s) payable after such period(s); and
 - (C) whether any of the terms and conditions may be unilaterally varied by the Regulated Person.
- (b) A Regulated Person must publish the information referred to in paragraph 3.2A(a) of this Code:
 - (i) within such time and in such form and manner as the

Authority may direct; or

- (ii) in the absence of any such direction, in a timely manner and in a form and manner that ensures that the information is current, accessible and easy to understand.

3.2B Duty to Offer Option of Short Term Agreements

- (a) A Regulated Person must not offer to provide to any person a Subscription Television Service only on the basis of a term exceeding 12 months (referred to in paragraph 3.2B of this Code as a “Long Term Agreement”).
- (b) For the avoidance of doubt, the channels on a Subscription Television Service offered to a person for a term of 12 months or less (referred to in paragraph 3.2B of this Code as a “Short Term Agreement”) must be the same in all aspects as the channels on a Subscription Television Service offered to that person under a Long Term Agreement by the Regulated Person; and the Regulated Person must comply with all requirements contained in this Part, including in paragraphs 3.2C and 3.2D of this Code, whether the Regulated Person enters into a Long Term Agreement or a Short Term Agreement with the person.

3.2C Duty Not to Act Unreasonably in Contracting

- (a) Subject to paragraphs 3.2C(b) and 3.2C(c) of this Code, a Regulated Person must not require a Subscriber to agree to amend the terms of or to terminate any existing agreement for the provision by the Regulated Person of any non-Subscription Television Service to the Subscriber, before the Regulated Person will:
 - (i) enter into a new agreement with the Subscriber for the provision by the Regulated Person of any Subscription Television Service to the Subscriber; or
 - (ii) amend the terms of an existing agreement with the Subscriber for the provision by the Regulated Person of any Subscription Television Service to the Subscriber.
- (b) Paragraph 3.2C(a) of this Code applies only during the

minimum service period which the Subscriber has committed to for the provision of the non-Subscription Television Service.

- (c) Paragraph 3.2C(a) of this Code does not apply if:
 - (i) it is the Subscriber who requests for the amendment to the terms of the existing agreement for the provision of the Subscription Television Service; and
 - (ii) the amendment requested for is an addition (comprising one or more channels or any content package) to the Subscription Television Service of the Subscriber, which is not already offered by the Regulated Person to Consumers as an addition to their existing Subscription Television Service.

3.2D Duty to Inform Subscriber of Certain Matters Before Contracting

- (a) Without prejudice to paragraph 3.2A of this Code, prior to entering into an agreement with a Subscriber for the provision of any Subscription Television Service, a Regulated Person must provide and draw the Subscriber's attention to critical information about the agreement including all of the following information:
 - (i) the subscription fee payable under the agreement and the payment date;
 - (ii) where the agreement is for or includes a broadcasting service, the channels provided under the agreement;
 - (iii) the specifications of any of the following services provided by the Regulated Person under the agreement:
 - (A) any service provided on a continuous basis — being any service which the Subscriber elects or is deemed to elect for the Regulated Person to continue to provide after the expiry of the minimum service period specified by the Regulated Person for the service;
 - (B) any service provided on a promotional basis — being any service provided at a discounted rate for a period of time specified by the Regulated

Person, after which the Regulated Person continues to provide the service at the applicable subscription fee without any election by the Subscriber;

(C) any service provided on a free trial basis — being any service provided without charge for a period of time specified by the Regulated Person, after which the Subscriber may elect to subscribe to the service;

(iv) the specification of any service provided by the Regulated Person on a complimentary basis — being any service which is not part of the agreement but is provided without consideration for a period of time specified by the Regulated Person, after which the Subscriber may elect to subscribe to the service;

(v) the terms and conditions which will apply upon the expiry of the minimum service period or period of time (as the case may be) referred to in paragraph 3.2D(a)(iii) of this Code, including:

(A) in the case of a service provided on a continuous basis:

(AA) the subscription fee for the service; and

(AB) whether, and the circumstances in which, the Subscriber will be deemed to have elected for the continued provision of the service upon the expiry of the minimum service period; and

(B) in the case of a service provided on a promotional basis or free trial basis, the subscription fee for the service;

(vi) where the Regulated Person provides the Subscriber with a Subscription Television Service and some other Subscription Service as a bundle or package of services, and the Subscriber terminates the Subscription