



GAZDASÁGI
VERSENYHIVATAL

Commitments in the call TV cases

The Competition Council of the Hungarian Competition Authority (Gazdasági Versenyhivatal – GVH) accepted the commitments offered by call tv content providers and the broadcasting channels of those programmes, thus consumers will get appropriate information on the rules and nature of those types of gambling, and the importance of fortuity in gaming will be clear to them in the future. Therefore the GVH did not established any infringement of the Competition Act and did not impose any fine.

The GVH initiated competition supervision proceedings against four call tv content providers (i. e. the producers of call tv quiz show programmes) and the broadcasting channels of those quiz games. The authority held it probable, that the access to the games and the information provided on it unfairly manipulated consumers' choice.

The GVH examined the information provided to consumers by the following programmes: „Szóda” (“Soda”) broadcasted on TV2, „Többet ésszel” (“One beats the bush, and another ...”), „Kvízaréna” and „Játszma” (“Game”) broadcasted on ATV, „Telefortuna” broadcasted on Spektrum and „0691-33-44-55” broadcasted on RTL Klub. The competition authority raised objection against the practice that the information provided by the answering machines, the presenters and on-screen information gave the false impression that winning of the prize only depended on whether the viewer knew the answer to the question concerned. A less transparent method was used, however, to select viewers getting access to the game. There were various methods used for the selection: computer drawing, random selection or the putting through of the first caller to the studio. The content providers' and the broadcasting channels' interest was the preservation of uncertainty arising from the insufficient information provided, since viewers had to call premium rate numbers, which they would not have called or would have called at least not as many times if they have had adequate information. The information on the price of calls was also objected by the GVH, since it happened several times that the gross price was not well perceptible. In many cases it was not clear to consumers that they had to pay for the price of the call even if they had reached only an answering machine or they did not get through at all to the studio.

After receiving the preliminary position of GVH the content providers concerned (IKO New Media Szolgáltató Kft., Telemedia InteractTV Kft., Mobilpress Zrt., the legal successor of which is M-Factory Zrt. and Eurovision Kereskedelmi és Szolgáltató Kft.) submitted commitments in all the four cases. They undertook:

1. To inform viewers that their knowing of the right answer and calling of the premium rate number does not necessarily result in a winning. For this purpose, the following, well readable warning will be put on the screen and be inserted among the rules of the game: „Your call gives no guarantee of your getting through to the studio”;
2. That the gross price to be paid by callers for the call would be continuously indicated on the screen with at least 15 pixels letter size;
3. That no information provided on the phone or during the show would suggest viewers, that recalling assures getting into the game;
4. That during the course of the show no statement saying nobody was calling the game’s number in that moment nor statements equivalent to that would be made;
5. That for the case in which more than one method or rule could be used to select callers to get into the game, the method/rule chosen would be indicated, well perceptibly, on the screen by a graphic symbol or the presenter would continuously inform viewers about it;
6. The amount of the basic prize, the jackpot or the bonus prize will be indicated also in themselves during the programme.

The broadcasters of the games (Magyar RTL Televízió Zrt., Spektrum TV Közép-Európai Műsorkészítő Zrt., Magyar ATV Zrt. és az MTM-SBS Televízió Zrt.) undertook to broadcast only games, which perfectly meet the above-mentioned requirements, furthermore they would describe on their homepage and teletext

1. the essence of the game from which it would become clear that the call did not guarantee the getting through to the studio;
2. the rules of the game, in particular the details of entry to the game;
3. the gross price to be paid per call, independently from the entry.

Although the revealed problems showed established market practices which have been applied for several years and the remedying of which would need a regulatory solution, the public interest attached to competition could be safeguarded in the most efficient way by the acceptance of the commitments. The harm caused to consumers resulting from the deficiency in information could entirely be remedied by the commitments, the competition authority thought. Consumers will get all the required information in the future (for example about the entry conditions and the importance of fortuity in gaming). Considering what has been

mentioned above, the Competition Council terminated the proceeding with making the commitments binding on the undertakings at the same time.

By means of commitment injunctions issued during the proceedings and terminating at the same time the proceedings, the intended effect may be achieved without any serious intervention: where the undertaking which is party to the proceeding undertakes commitments to ensure compliance of its practices with the legal provisions and where effective safeguarding of the public interest can be ensured in this manner, the Competition Council make those commitments binding on the party, without concluding in the injunction whether or not there has been or still is an infringement of the law.