

DECISION

FIRST INSTANCE JURY

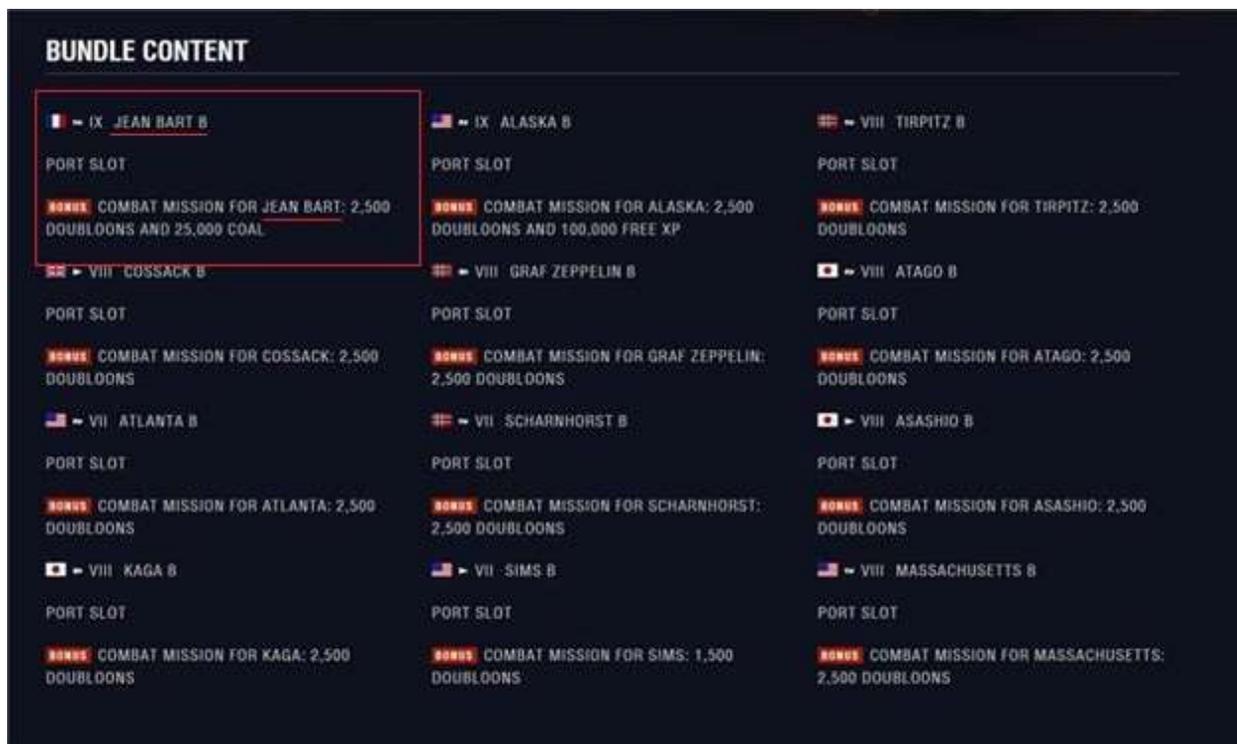
Complaint by	Consumer
EASA Cross Border Complaints System	Forwarded to CARO by the UK Advertising Standards Authority (ASA, www.asa.org.uk) EASA CBC Case 6164
Advertiser	Wargaming
Issue / Complaint	<p>Consumer complained about a promotional offer from World of Warships, where one could purchase a new version of an old ship with a bonus mission which however was restricted for the old version of the ship that was unavailable for purchase. The complaint was as follows:</p> <p>“I attach a screenshot showing an issue I have with an advert which I believe is deliberately misleading on the Premium Shop site for a game called World of Warships, so as to break the law. In this advert, one could purchase a new version of an old ship which had been cosmetically modified. With this purchase of the new version came a mission completable in game if one had the old version of that ship. However, the only way to obtain the old version is to pay continually for "lootboxes" (in game random number generating mechanics, thought by some to be equivalent to gambling) until one unlocked the old ship. I believe this triggers Paragraph 24 of the Consumer Protection from Unfair Trading Regulations.</p> <p>I quote the Paragraph here for ease of your reference: "Creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either: – There is no prize or other equivalent benefit, Or – Taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost."</p> <p>You will notice the second half is crucial, and if it cannot be applied then the first is automatically. I would definitionally have to incur whatever additional cost to acquire the original ship are in place in order to enjoy the full benefit of the deal, presumably however many "lootboxes" it would take me to acquire it in the instance in question, as far as I'm aware this is the only way to go about acquiring the original, thereby triggering the second section of the paragraph. If it cannot be acquired, there is no prize, and so Paragraph 24 is violated per its first subsection.</p> <p>The point is this, even if the contract is valid per se that the missions only apply to the original ships, it doesn't matter for the purposes of the advertising and consumer rights law? In order to gain the full benefit of the deal, you'd have to incur additional costs which triggers Article 24.2 by nature of the additional cost even existing for players that don't already have the original versions and must now expend more to buy them and gain access to the prize sold under the original deal, surely?"</p>
Decision issued	Tuesday 22 December 2020

Advertiser’s Response:

«The user’s complaint relates to so called ‘Black Friday’ campaign which was a temporary in-game event effective during November 26-30, 2020. The campaign is now over; the advertising of the campaign was in no way misleading.

During the campaign World of Warships (“WoWS”) players were offered to purchase ships (“Ships B”) which are cosmetically modified versions of the existing ships in the game (“Ships A”). Together with Ship B, the player received a combat mission for free. Combat mission was given as a bonus to the purchase of the modified ship in the Premium Shop (price of the purchase does not include the price of a combat mission). It was clearly stated in the advertising that the combat mission was for the original Ship A, not for Ship B.

See below the screenshots with the description of the bundle as advertised during the campaign.



DETAILS

Twelve black ships at a great discount!

Jean Bart B, Cossack B, Kaga B, Atlanta B, Alaska B, Graf Zeppelin B, Scharnhorst B, Sims B, Massachusetts B, Tirpitz B, Atago B, and Asashio B are standalone Premium ships. The only difference in comparison with their standard counterparts—Jean Bart, Cossack, Kaga, Atlanta, Alaska, Graf Zeppelin, Scharnhorst, Sims, Massachusetts, Tirpitz, Atago, and Asashio—is the color scheme of their permanent camouflages.

If you already have a black ship in your Port, you will receive the following compensation: Jean Bart B—11,520 doubloons; Cossack B—5,760 doubloons; Kaga B—6,600 doubloons; Atlanta B—5,400 doubloons; Alaska B—11,400 doubloons; Graf Zeppelin B—8,220 doubloons; Scharnhorst B—5,700 doubloons; Sims B—3,000 doubloons; Massachusetts B—7,650 doubloons; Tirpitz B—7,500 doubloons; Atago B—6,420 doubloons; and Asashio B—5,580 doubloons.

Combat mission:

• Along with each black ship, you will receive a special combat mission for her standard version

Five victories in battles with Jean Bart will bring you 2,500 doubloons and 25,000 Coal; Alaska—2,500 doubloons and 100,000 Free XP;

• Cossack, Kaga, Atlanta, Graf Zeppelin, Scharnhorst, Massachusetts, Tirpitz, Atago, or Asashio—2,500 doubloons; and Sims—1,500 doubloons

• You can obtain the special combat mission for each ship only once per account during this Black Friday. This mission will be available until January 31, 2021

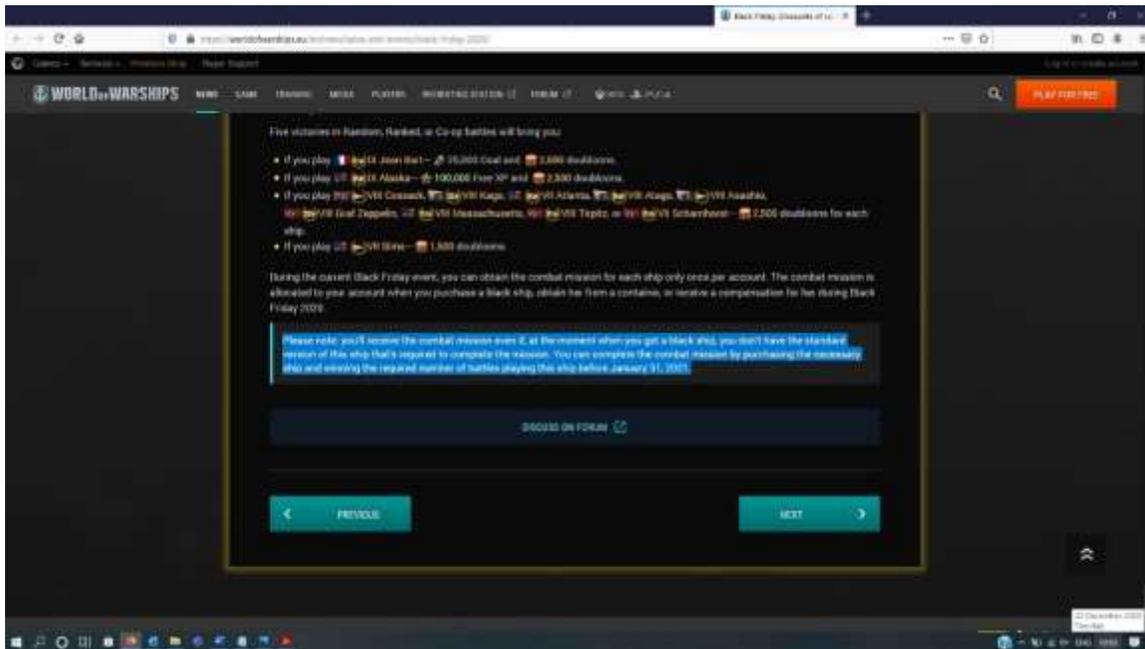
The combat mission offered in the bundle was to make sales of Ships B more attractive for those who already own the corresponding Ships A – as a bonus and a sign of appreciation for supporting the game and purchasing the ships. Moreover, even if there was no combat mission offered as a bonus, players would continue purchasing Ships B as the main value of a purchase is to own a unique ship as a part of players' collection on the account.

Such offers of Ships B together with combat missions for Ships A are available already for three years during Black Friday event. Thus, prior to making purchase the players were well-informed about the composition of the bundle.»

Jury Assessment:

1. The jury carefully considered all the information presented to them.
2. The jury notes that this is a promotional offer which includes at least two elements - the "cosmetically enhanced" version of a ship and, as a bonus, a special combat mission for the standard version of the ship. The ships are referenced as "name" ship for the standard version and "name B" for the enhanced version. The consumer does not profess to have been misled by the fact that the combat mission was for the standard version. What he takes issue with is the fact that the standard version of the ship he was apparently interested in (Jean Bart) was not available to be purchased as a stand-alone in the premium shop, but could only be acquired through the purchase of "containers" which may -or may not- contain a particular ship. This fact is not disputed by the advertiser who claims that "all Ships A were available for purchase in the Premium Shop during the campaign (**separately or in a container**)".

3. It is the belief of the Jury that, given the fact that the terms of the promotion were clear and the consumer knew that the combat mission was for the standard version, there is no issue of misleadingness on this point, according to the provisions of the Cyprus Advertising Code.
4. What the jury is concerned with is the condition, still online (see screenshot below) at <https://worldofwarships.eu/en/news/sales-and-events/black-friday-2020/>, which states that "Please note: you'll receive the combat mission even if, at the moment when you get a black ship, you don't have the standard version of this ship that's required to complete the mission. **You can complete the combat mission by purchasing the necessary ship** and winning the required number of battles playing this ship before January 31, 2021." This note shows that the advertiser acknowledges that, at least some players, are interested in the combat mission and consider this bonus an important part of the bundle.



5. Given the fact that at least some ships cannot be purchased outright from the Premium Shop, it is the opinion of the Jury that this explanation, especially the phrase "by purchasing the necessary ship", is in breach of articles 5a and b of the Cyprus Advertising Code and needs to be amended to reflect the fact that some ships may not be purchased outright. It should be amended **within 5 working days** from the dispatch of this decision. Please note that, for the purpose of assessing the deadline, count begins the working day following the dispatch of this decision.
6. The Jury also notes that, since Wargaming did highlight in the discussion the value the place on customer satisfaction, it would perhaps be preferable for future promotional offers to specifically point out if a ship is not available for outright purchase or not.

* References in red – highlighted by the Jury