

THE COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985. c. C-34, as amended;

AND IN THE MATTER of an inquiry commenced pursuant to subparagraph 10(1)(b)(ii) of the *Competition Act* with respect to certain marketing practices of Bell Canada under paragraph 74.01(1)(a) of the *Competition Act*;

AND IN THE MATTER of a Consent Agreement pursuant to section 74.12 of the *Competition Act*.

B E T W E E N :

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE REGISTERED / ENREGISTRÉ FILED / PRODUIT	
May 27, 2016 CT-2016-007	
Jos LaRose for / pour REGISTRAR / REGISTRARE	
OTTAWA, ONT	# 1

COMMISSIONER OF COMPETITION

Applicant

- and -

BELL MOBILITY INC.

Respondent

CONSENT AGREEMENT

WHEREAS the Commissioner of Competition (the “Commissioner”) is responsible for the administration and enforcement of the *Competition Act* (the “Act”);

AND WHEREAS Bell Mobility Inc. (“Bell”) is a subsidiary of Bell Canada and whereas Bell is incorporated under the laws of Canada;

AND WHEREAS the Respondent is engaged in the business of providing wireless services and products to the public in Canada under the “Bell”, “Virgin Mobile” and “Solo” brand names;

AND WHEREAS on April 24, 2012, the Commissioner commenced an inquiry pursuant to subparagraph 10(1)(b)(ii) of the Act into certain marketing practices regarding Premium Text Messaging and Rich Content Services;

AND WHEREAS certain third party businesses, referred to as content providers or aggregators, offer Premium Text Messaging and Rich Content Services to consumers, such as texts providing news, horoscopes, advice, alerts, ringtones and trivia, and charge consumers at rates in addition to standard text messaging rates for these services;

AND WHEREAS the Commissioner has concluded that the Respondent permitted certain third-parties, including Jesta Digital LLC (“Jesta”), a content provider of Premium Text Messaging and Rich Content Services, as well as Mobile Messenger North America Inc. (“MMS”), an aggregator of Premium Text Messaging and Rich Content Services, to bill consumers for

Premium Text Message and Rich Content Services directly on the wireless account of the Respondent's Customers;

AND WHEREAS the Commissioner has concluded that certain third party charges appearing on the wireless accounts of the Respondent's Customers relating to MMS and Jesta during a period of time prior to the Respondent's termination of its contracts with MMS and Jesta (the "Relevant Period", as defined more specifically below) were in fact unauthorized charges, such that the Respondent has been charging its Customers for third-party services they did not intend to purchase or for which they did not agree to pay;

AND WHEREAS the Commissioner has concluded that during the Relevant Period (as defined below), the Respondent engaged in conduct contrary to paragraph 74.01(1)(a) of the Act, by promoting its business interest in Premium Text Messaging and Rich Content Services by making, or permitting to be made, materially false or misleading representations to the public, online and through wireless communications devices;

AND WHEREAS on September 14, 2012, the Commissioner commenced an action in the Ontario Superior Court of Justice by Statement of Claim against Bell Canada and other parties, which claim was amended on January 17, 2014 (the "Action");

AND WHEREAS IT IS AGREED AND UNDERSTOOD that for the purposes of this Agreement only, including execution, registration, enforcement, variation or rescission of this Consent Agreement (the "Agreement"), the Respondent does not contest the Commissioner's conclusions, but the Respondent does not accept the Commissioner's allegations, and nothing in this Agreement shall be taken as an admission or acceptance by the Respondent of any facts, wrongdoing, submissions, legal argument or conclusions for any other purpose nor shall it derogate from any rights or defences of the Respondent against third parties including any defences available under the Act;

AND WHEREAS the Commissioner and the Respondent are satisfied that this matter can be resolved with the registration of this Agreement;

AND WHEREAS the Respondent has informed the Commissioner that during the Relevant Period, the Respondent undertook a number of voluntary and pro-active steps to address the conduct at issue;

AND WHEREAS, in particular, the Respondent has informed the Commissioner that throughout the Relevant Period, the Respondent has had an internal policy in place that provides for refunds to the Respondent's Customers who complain about allegedly unauthorized third party Premium Text Messaging and Rich Content Services charges on their wireless accounts;

AND WHEREAS the Respondent has informed the Commissioner that throughout the Relevant Period, the Respondent has disclosed third-party charges for Premium Text Messaging and Rich Content Services and the details of such charges to consumers on its invoices;

AND WHEREAS the Respondent has informed the Commissioner that the Respondent has voluntarily terminated its contracts with MMS on June 2, 2014 and with Jesta on August 31, 2014, and that the Respondent has no ongoing commercial relationship with MMS or Jesta;

AND WHEREAS the Respondent has informed the Commissioner that the Respondent has voluntarily ceased all involvement in Premium Text Messaging and Rich Content Services as of September 30, 2014 except those relating to charitable donations and voting services;

AND WHEREAS in addition to the refunds that the Respondent has voluntarily extended to its Customers to date, the Respondent will proactively provide Rebates to Affected Customers who incurred charges in respect of certain MMS and Jesta Premium Text Messaging and Rich Content Services in connection with certain Common Short Codes that are identified in Appendix "Y" to this Agreement (the "MMS and Jesta Short Codes"), subject to the terms of this Agreement;

AND WHEREAS the Respondent uses Feature Codes to group Common Short Codes together for the purposes of administering its Customer billing, and will use the Feature Codes listed in Appendix "X" (which contain the Common Short Codes listed in Appendix "Y") to administer the Rebates provided for in this Agreement;

AND WHEREAS the Feature Codes listed in Appendix "X" also included a number of additional short codes that are unrelated to the MMS or Jesta Common Short Codes listed in Appendix "X" and/or that are unrelated Premium Text Messaging and Rich Content Services, and that are outside the scope of the Action and/or that are not the subject of any of the conclusions by the Commissioner in respect of the Action;

AND WHEREAS the Respondent has informed the Commissioner that in the interests of resolving this matter, the Respondent will use the Feature Codes listed in Appendix "X" as the only practical means available to the Respondent to administer Rebates to Affected Customers who incurred charges for services related to the MMS or Jesta Common Short Codes, subject to the terms of this Agreement;

AND WHEREAS the Commissioner and the Respondent acknowledge and accept by using the Feature Codes listed in Appendix "X" to process Rebates under this Agreement, the Respondent will also be providing Rebates to thousands of customers who incurred charges in respect of other short codes that are unrelated to the MMS or Jesta Common Short Codes and/or that are unrelated Premium Text Messaging and Rich Content Services;

AND WHEREAS the Respondent estimates that, through the utilization of the Feature Codes listed in Appendix "X", the Rebates to Affected Customers to be made available under this Agreement total up to approximately CAD \$11.82 million, with approximately CAD \$5.28 million in Rebates paid to current Affected Customers and approximately CAD \$6.54 million in Rebates available to former Affected Customers;

AND WHEREAS the Commissioner and the Respondent have further agreed that, as part of this Agreement, the Respondent will make a Cy-près Payment in an amount that is equal to the difference between \$6.079 million and the amount of Rebates actually paid to current Affected Customers, currently estimated to be approximately \$800,000, to the recipients identified in this Agreement (collectively, the "Cy-près Recipients"), subject to terms of this Agreement;

AND WHEREAS the Commissioner has agreed to more favourable terms in this Agreement than would otherwise be the case because of the Respondent's cooperation with the Commissioner's inquiry;

AND WHEREAS the Commissioner has agreed to apply to the Ontario Superior Court of Justice to dismiss the Action as against Bell Canada without costs after the registration of this Consent Agreement, which, upon registration, shall have the same force and effect as if it was an order of the Competition Tribunal;

NOW THEREFORE, in order to resolve the Commissioner's concerns, the Parties hereby agree as follows:

I. INTERPRETATION

1. For the purpose of the Agreement, the following definitions shall apply:
 - (a) “**Act**” means the *Competition Act*, R.S.C. 1985, c. C-34, as amended;
 - (b) “**Affiliate**” means an affiliated corporation, partnership or sole proprietorship within the meaning of subsection 2(2) of the Act;
 - (c) “**Affected Customer**” means a Customer who incurred charges during the Relevant Periods for the Product under any of the Feature Codes set out in Appendix “X” of this Agreement;
 - (d) “**Agreement**” means this Consent Agreement, including the appendices hereto, and references to an “Article”, “Section”, “Part”, “Paragraph” or “Appendix” are, unless otherwise indicated, references to a section, part, paragraph or Appendices of or to this Agreement;
 - (e) “**Commissioner**” means the Commissioner of Competition appointed pursuant to section 7 of the Act;
 - (f) “**Common Short Code**” means the four (4) to six (6) digit numeric identifier leased from the Canadian Wireless Telecommunications Association and used by wireless companies to provide third parties with access to the wireless companies’ billing platforms to charge for Premium Text Messaging and Rich Content Services;
 - (g) “**Customer**” means a person who has or had an agreement with the Respondent to receive wireless services through the Respondent’s wireless network;
 - (h) “**Cy-près Payment**” means a payment in an amount that is the difference between \$6.079 million and the amount of Rebates the Respondent actually pays to its current Affected Customers, currently estimated to be approximately \$800,000 to Cy-près Recipients, as provided by this Agreement;
 - (i) “**Cy-près Recipients**” means The Samuelson-Glushko Canadian Internet Policy and Public Interest Clinic, Canadian Centre for Child Protection, and Media Smarts;
 - (j) “**Days**” means calendar days;

- (k) **"Feature Code"** means the codes found in Appendix "X" which were used by the Respondent in administering its Customer billing for the Common Short Codes listed in Appendix "Y" of this Agreement;
- (l) **"Notice"** has the meaning set out in paragraph 14 of this Agreement;
- (m) **"Parties"** means the Commissioner and the Respondent collectively, and **"Party"** means any one of them;
- (n) **"Product"** and **"Premium Text Messaging and Rich Content Services"** mean text messaging services that are: (i) charged by the Respondent to its Customers through its billing system at rates in excess of standard text messaging rates; (ii) routed using a Common Short Code; and (iii) offer a chance to win a contest or provide news, advice, alerts, trivia, quotations or horoscopes, or other goods or services, including ringtones, wallpapers, other audio or visual content and programs or applications designed for operation on wireless communications devices, but does not include donations to a registered charity where the Respondent does not retain any portion of the revenue from charges incurred by its Customer;
- (o) **"Records"** means records within the meaning of subsection 2(1) of the Act;
- (p) **"Rebate"** means a credit or cheque issued to an Affected Customer in respect of certain charges imposed in respect of the Common Short Codes set out in Appendix "Y" of this Agreement and in accordance with the principles set out in subsections 3(1) and 3(2) of this Agreement;
- (q) **"Relevant Period"** means the period between January 1, 2011 and August 31, 2013;
- (r) **"Respondent"** means Bell Mobility Inc. and its successors and assigns, and any present or future subsidiary corporation of Bell Mobility Inc. within the meaning of subsection 2(3) of the Act, the successors and assigns of any subsidiary corporations, as well as all present or future divisions, groups and Affiliates controlled directly or indirectly by Bell Mobility Inc. and their respective successors and assigns, and for greater certainty includes all successors and assignees to the Bell, Virgin Mobile, and Solo wireless brands;
- (s) **"Respondent Personnel"** means all current and future Respondent employees and senior management in positions in which they are or would be materially involved in the formulation and/or the implementation and operation of Premium Text Messaging and Rich Content Services on the Respondent's wireless network; and
- (t) **"Tribunal"** means the Competition Tribunal as established by the *Competition Tribunal Act Canada*, R.S.C. 1985, c. 19 (2nd Supp.), as amended.

II. CONDUCT ORDER WITH RESPECT TO PREMIUM TEXT MESSAGING AND RICH CONTENT SERVICES

2. The Respondent shall not impose charges on a Customer's wireless account with respect to the Product, unless such charges have been approved through an affirmative act or statement of the Customer directly to the Respondent.

III. REBATES

Current Customers

3. The Respondent has agreed to provide Rebates for Customer charges associated with the MMS and Jesta Common Short Codes set out in Appendix "Y". Given that the Respondent is unable to administer automatic rebates through its billing system by relying on specific Common Short Codes, the Respondent shall use the Feature Codes set out in Appendix "X" to administer the Rebates. More specifically, on or before July 25, 2016, the Respondent shall provide a Rebate in the form of a credit or credits to the wireless account for each current Affected Customer (as of the date of this Agreement) in the amounts calculated in the following manner:
 - (1) A credit equal to the total amounts (exclusive of taxes) paid by each current Affected Customer for interactions with the Feature Codes set out in Table 1 of Appendix "X" during the Relevant Period, up to a maximum of \$60; and
 - (2) A credit equal to the total amounts (exclusive of taxes) paid by each current Affected Customer for interactions with the Feature Codes set out in Table 2 of Appendix "X" during the Relevant Period, up to a maximum of \$30.

To the extent that a current Affected Customer ceases to be a customer of the Respondent on or before July 25, 2016, the Affected Customer shall remain entitled to a Rebate under paragraph 3 of this Agreement and the Respondent shall provide a Rebate to such Affected Customer by, at the Affected Customer's election made through the designated website, either processing an electronic funds transfer into the Affected Customer's bank account upon the Affected Customer's provision by forwarding a payment by cheque sent to the Affected Customer's address as indicated in the business records of the Respondent.

Former Customers

4. The Respondent shall, by July 25, 2016, begin to notify former Affected Customers by email (where the Respondent has an email address available) or a letter (where the Respondent does not have an email address available, or where a Customer has provided the Respondent with an email address administered by the Respondent and that address is no longer active), advising them that: (i) if they incurred unauthorized charges then they are entitled to a Rebate as part of this Consent Agreement with the Commissioner; (ii) that they may obtain the Rebate in accordance with the principles in subparagraphs 3(1) and (2) above by contacting the Respondent; and (iii) that they have until November 25, 2016 to do so. Such email or letter shall contain the information found in Appendix "C" hereto. Communications with Affected Customers shall be in their preferred language of

English or French, to the extent that such a preference is reflected in the Respondent's business records.

5. The Respondent will complete notification of its former Affected Customers on or before September 25, 2016.
6. Prior to sending any of the foregoing notices by mail, the Respondent shall update the former Affected Customer addresses used via Canada Post's National Change of Address Data Product.
7. The Respondent shall send a follow-up email to the former Affected Customers to the same effect if no response has been received from the Affected Customer by the Respondent on or before October 5, 2016. A second follow up shall be sent to the same effect if no response has been received from the Customer by the Respondent by November 4, 2016.
8. The Respondent shall provide Rebates to former Affected Customers in accordance with these provisions on receipt of a statement in electronic form via the designated website indicating that the charges in question were not authorized by or on behalf of the Affected Customer. Other evidence or proof shall not be required from the former Affected Customer beyond this statement. The Respondent will also make available a designated toll-free number for former Affected Customers to call.
9. Where a former Affected Customer is eligible for a Rebate under this Agreement, the Respondent shall provide a Rebate to such Affected Customer by forwarding a payment by cheque sent to the Affected Customer's address as provided by the Affected Customer via the designated website.
10. The Respondent shall begin issuing Rebates to former Affected Customers on July 25, 2016 and shall, thereafter, send Rebates to former Affected Customers within thirty (30) days of receiving the statements, identified in paragraph 8 above, from them.

General

11. The Respondent shall issue Rebates to each Affected Customer in the manner set out in this Agreement without deducting any refund, rebates or credits previously granted by the Respondent to such Customers, other than Rebates provided for in this Agreement.
12. Independent of the rebate process contemplated in Part III of this Agreement, the Respondent shall also continue its current refund policy whereby any Customer who contacts the Respondent's customer service and alleges for the first time that the Premium Text Message and Rich Content Services charges relating to a third party appearing on his/her wireless account with the Respondent are or were unauthorized will receive a full credit back, less any amount previously refunded and any amounts refunded pursuant to this Agreement. This policy shall remain in place for two years after the date of registration of this Agreement.

13. The Respondent shall efficiently administer its website and promptly respond to inquiries made to the designated email address, as identified in the Notice, from the date of registration of this Agreement and continuing until at least November 25, 2016.

IV. PUBLIC NOTICE TO AFFECTED CUSTOMERS

14. The Respondent shall publish, in both French and English, the Notice in Appendix “A” of this Agreement in accordance with the terms and conditions set out in Appendix “B” of this Agreement.

V. CORPORATE COMPLIANCE PROGRAM

15. On or before July 25, 2016, the Respondent shall, as necessary, enhance and thereafter maintain its Corporate Compliance Program (“Compliance Program”) with a specific focus on its “billing on behalf of” practices and the Act generally. The Compliance Program shall be framed in a manner consistent with the Commissioner's Bulletin titled “Corporate Compliance Programs”, as published (as of the date of execution of this Agreement) on the Competition Bureau’s website at www.competitionbureau.gc.ca.

VI. CONSUMER AWARENESS CAMPAIGN

16. On or before September 23, 2016 the Respondent will commence offering a Consumer Awareness Campaign to educate consumers about how charges can be incurred on wireless devices and what steps consumers can take to avoid unwanted charges that would include safety tips for consumers purchasing online. The campaign will include an educational notice on a portion of the Respondent’s websites, setting out for example, methods by which a consumer can incur charges on the consumer’s wireless bill and the opt-out methods available from the Respondent. The educational notice will be maintained and available for at least one year from the date of the implementation of the Consumer Awareness Campaign.

VII. COMPLIANCE REPORTING AND MONITORING

17. The Respondent shall provide the Commissioner or the Commissioner’s authorized representative:
 - (a) on or before June 19, 2016, written confirmation that all Respondent Personnel have received a copy of this Agreement, as required by paragraph 22;
 - (b) on or before October 25, 2016, a written summary of the steps taken to implement the Consumer Awareness Campaign required in paragraph 16; and
 - (c) on or before August 25, 2016, a summary report under oath or solemn affirmation, reflecting:
 - (i) the total number of current Affected Customers who received Rebates;
 - (ii) the total amount of Rebates paid to current Affected Customers;

- (d) on or before September 19, 2016, a summary report under oath or solemn affirmation, which provides the amount of the Cy-près Payments actually paid pursuant to paragraph 20; and
 - (e) on or before January 25, 2017, a summary report under oath or solemn affirmation reflecting:
 - (i) the total number of former Affected Customers who received Rebates; and
 - (ii) the total amount of Rebates paid to former Affected Customers.
18. The Commissioner may make public the results of the Rebate program, and the Cy-près Payment, including the total amounts actually paid by the Respondent.
19. The Respondent shall provide the Commissioner or the Commissioner's authorized representative, within thirty (30) Days following receipt of a written request from the Commissioner or his authorized representative, such information, in such form as the Commissioner requests, for the purposes of monitoring compliance with this Agreement.

VIII. CY-PRÈS PAYMENT

20. The Respondent shall make the Cy-près Payment on or before September 23, 2016, to the Cy-près Recipients, divided equally as follows:
- (a) one third of the total Cy-près Payment amount to The Samuelson-Glushko Canadian Internet Policy and Public Interest Clinic;
 - (b) one third of the total Cy-près Payment amount to Canadian Centre for Child Protection; and
 - (c) one third of the total Cy-près Payment amount to Media Smarts.

These amounts shall be in addition to any charitable donations previously committed to or planned by the Respondent.

21. The Respondent and the Commissioner shall copy each other on any correspondence with the Cy-près Recipients about the Cy-près Payment.

IX. GENERAL

22. (1) The Respondent shall provide a copy of this Agreement to all Respondent Personnel on or before June 8, 2016.
- (2) During the term that governs paragraph 2 as set out in paragraph 28 of this Agreement, all future Respondent Personnel shall be provided a copy of this Agreement within fourteen (14) Days after his or her assumption of responsibilities for Premium Text Messaging and Rich Content Services.

(3) Within fourteen (14) Days after providing a copy of this Agreement to each Respondent Personnel, the Respondent shall secure from each such person a signed and dated statement acknowledging that he or she read and understood this Agreement.

23. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the Parties at the following addresses:

(a) **The Commissioner**

Commissioner of Competition
Competition Bureau
Place du Portage, Phase 1
50 Victoria Street, 21st Floor
Gatineau QC KIA OC9

Attention: Senior Deputy Commissioner of Competition
(Cartels and Deceptive Marketing Practices Branch)
Telephone: 819-997-1208
Facsimile: 819-953-3835

With a copy to:

Executive Director, Competition Bureau Legal Services
Department of Justice
Place du Portage, Phase 1
50 Victoria Street, 22nd Floor
Gatineau QC KIA OC9

Telephone: 819-994-7714
Facsimile: 819-953-9267

(b) **The Respondent**

Melanie Schweizer
Bell Canada
Vice-President Legal, Legal and Regulatory Department
5025 Creebank Road
5th Floor, South
Mississauga ON L4W 0B6

Tel: 905-614-6710
Fax: 905-212-0666

With a copy to:

Donald Houston
McCarthy Tétrault LLP
Suite 5300

TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6

Tel: 416-601-7506
Fax: 416-868-0673

24. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.
25. The computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. 1-21. For the purpose of this Agreement, the definition of “holiday” in the Interpretation Act shall include Saturday. For the purpose of determining time periods, the date of this Agreement is the last date on which it is executed by a Party.
26. The Parties consent to the immediate registration of this Agreement with the Tribunal.
27. The Commissioner and Bell Canada shall, after the registration of this Agreement, apply to the Ontario Superior Court of Justice to dismiss the Action as against Bell Canada on a without costs basis, as soon as practicable, and shall apply and request consent of the other defendants to remove related references to Bell Canada in the pleadings within thirty (30) days of the registration of this Agreement, which Agreement, upon registration, shall have the same force and effect as if it was an order of the Tribunal.
28. Paragraphs 2, 15, 19 and 22 of the Agreement shall be binding upon the Respondent as defined herein for a period of ten (10) years following the date of registration of this Agreement. With the exception of these paragraphs, the term of this Agreement will end with the fulfillment of the obligations set out in paragraphs 3 through 14, 16 and the reporting requirements in paragraph 17.
29. Notwithstanding the settlement and dismissal of the Action in respect of Bell Canada pursuant to this Agreement, nothing in this Agreement shall affect or limit the ability of the Commissioner, acting reasonably, to request the production of relevant documents or oral evidence by way of an application to the Court for third party discovery of Bell Canada if deemed necessary, in accordance with the Ontario Rules of Civil Procedure. The Respondent agrees not to oppose any such application directed at the production of relevant information and to respond to any such application in a timely fashion and at its own expense.

APPENDIX “A” - NOTICE

**BELL MOBILITY OR VIRGIN MOBILE OR SOLO REBATES AVAILABLE FOR
PREMIUM TEXT MESSAGING**

**Settlement With the Commissioner of Competition
Re: Premium Text Messaging Services**

Bell and the Commissioner of Competition have reached a resolution to ongoing litigation concerning third party charges on your Bell, Virgin Mobile, or Solo wireless account for Premium Text Message programs. This resolution is reflected in a Consent Agreement (the “Agreement”), a copy of which can be accessed [**link to Competition Tribunal website**].

Under the Agreement, Bell has agreed to provide rebates to current and former customers for certain charges related to programs offered by Jesta/Jamster and Mobile Messenger between January 1, 2011 and August 31, 2013. Examples of the programs include Mobile Messenger's "Mind Quiz" and "Pure Crush" Premium Text Message Programs.

Who is eligible for rebates?

- Current Customers: Bell will automatically provide credits to current wireless service customers who were charged in respect of the following Premium Text Message Programs offered by Jesta/Jamster and/or Mobile Messenger [**Bell to add Embedded hyperlink to list of Common Short Codes**] as set out in Appendix “Y”] during the above time periods.
- Former customers: Eligible former customers will be contacted by e-mail (or letter if no e-mail address is on file). If you receive such an e-mail or letter and you believe the charges were unauthorized, you will have until November 25, 2016 to contact Bell to receive the rebate.

How much is the rebate?

- A credit equal to the total amounts each customer paid for interactions with Jesta/Jamster Short Code 65555 starting at \$1.25 and up to a total maximum of \$60;
- A credit equal to the total amounts each customer paid for interactions with Mobile Messenger Short Codes 22334, 22700, 23687, 56455, 74205, and 74656 starting at \$1.25 and up to a total maximum of \$30;
- Current wireless customers will receive a credit to their Bell wireless account and former customers will receive a cheque, electronic funds transfer or credit.

To claim a rebate, or for additional details, go to (Bell to provide URL - website), or contact Bell at: [**Bell to add Email address**].

Any claims or questions regarding rebates should be directed to Bell.

APPENDIX “B” - TERMS AND CONDITIONS OF THE NOTICE

31. The Respondent shall publish or display the Notice in Appendix “A” of this Agreement on each of the following websites:

www.bell.ca

www.virginmobile.ca

blog.bell.ca

www.solomobile.ca

32. The Respondent shall also publish the Notice in Appendix “A” of this Agreement via its Twitter and Facebook accounts and re-post these messages once a month for three consecutive months.
33. The Respondent shall post the Notice in accordance with para. 14 of the Agreement, and shall maintain the Notice on each website for a period until at least November 25, 2016.
34. The Notice shall be accessible through a link on the menu-bar located at the top of each of the Bell, Virgin Mobile, and Solo website homepages near the login bar, or anchored in the slider portion of the same website homepages, entitled “Bell or Virgin Mobile or Solo Rebates Available for Premium Text Messaging”. With respect to the link to be posted on blog.bell.ca, the link shall be posted at the top of the page and shall remain fixed there throughout the notice period, as specified in paragraph 3 of Appendix “B”.
35. The Notice shall have a link to the Competition Tribunal’s website at www.ct-tc.gc.ca.
36. The Notice shall take up a full screen size of the linked page. The title of the Notice shall be capitalized and appear in no less than 14 point bold font unembellished print, and the text of the Notice shall appear in no less than 12 point font unembellished print.

APPENDIX “C” - LETTER/EMAIL NOTICE

**Subject line of letter or e-mail: BELL MOBILITY [OR VIRGIN MOBILE OR SOLO] REBATES AVAILABLE
DATE**

Dear [name of customer]:

You may be entitled to a rebate as part of a settlement between Bell Canada (“Bell”) and the Commissioner of Competition.

The Commissioner and Bell have agreed to a rebate program for certain charges that may have been placed on your Bell, Virgin Mobile, or Solo wireless telephone bills relating to third party Premium Text Messaging Programs between January 1, 2011 and August 31, 2013.

Based on our records, you may have incurred charges for certain Premium Text Message programs offered by Jesta/Jamster and/or Mobile Messenger between January 1, 2011 and August 31, 2013. Examples of the programs include Mobile Messenger’s “Mind Quiz” and “Pure Crush” Premium Text Message Programs. The list of programs and services offered by Mobile Messenger and Jesta/Jamster that are covered by this Settlement and that are eligible for a rebate are attached to this letter: **[Bell to add a schedule that lists the Common Short Codes as set out in Appendix “Y”]**.

If you believe you incurred charges related to these programs and services offered by Mobile Messenger and/or Jesta/Jamster during this time period of time and that these charges were not authorized, you are entitled to a maximum rebate of CAD \$30 in respect of charges relating to certain Mobile Messenger Premium Text Messaging Programs, and a maximum rebate of CAD \$60.00 in respect of charges relating to a particular Jesta/Jamster Premium Text Messaging Program. Included **[or for emailed notices - attached]** is a list of the common short codes eligible for a rebate. **[Bell to add a schedule that lists the Common Short Codes as set out in Appendix “Y”]**.

To claim a rebate, go to:

Bell

bell.ca/rebatepsms
bell.ca/rabaistextopayant

Solo

solomobile.ca/rebatepsms
solomobile.ca/rabaistextopayant

Virgin

virginmobile.ca/rebatepsms
virginmobile.ca/rabaistextopayant

If you have questions, please contact Bell at **[Bell to add email address]**. Any claims or questions regarding rebates should be directed to Bell.

You have until November 25, 2016 to contact Bell to claim a rebate.

[Bell to customize notices for each brand.]

APPENDIX “X” - LIST OF FEATURE CODES

Table 1

Shortcode	Bell/Solo Feature Codes	Virgin Feature Code
65555	T10223	N/A
	JM9701	
	JM9702	
	JM9703	
	JM9704	
	JM9705	
	JM9706	
	JM9707	
	JM9708	
	JM9709	
	JM9710	
	JM9711	
	JM9712	
	JS1101	
	JS1102	
	JS1103	
	JS1104	
	JS1105	
	JS1106	
	JS1107	
	JS1108	
	JS1114	
	JS1115	
	JS5201	

	JS5202	
	JS5203	
	JS5204	
	JS5205	
	JS5206	
	JS5207	
	JS5208	
	JS5209	
	JS5210	
	JS5211	
	JS5212	

Table 2

Shortcode	Bell/Solo Feature Code	Virgin Feature Code
56455	T1210N	TMS155
22700	N15102	TMS156
74656	N15102	TMS156
23687	N15102	TMS156
22334	N10217	TMS154
74205	N/A	TMS156

APPENDIX “Y” - LIST OF MMS AND JESTA COMMON SHORT CODES

56455

65555

22700

74656

23687

22334

74205