

## Recent Advertising Board Decisions Highlight Key Compliance Requirements for Advertising and Promotional Campaigns



### Introduction

At its meeting dated 16 July 2026, the Turkish Advertising Board (the “**Board**”) issued several decisions concerning advertising and commercial practices in the telecommunications, subscription services and digital services sectors.

Five of the decisions included in the Board’s Press Bulletin No. 371 provide guidance on the Board’s approach to comparative and superiority claims, the disclosure of material conditions and limitations in advertising and promotional campaigns, advertisers’ responsibility for advertising conducted through authorised dealers, and differentiated pricing in subscription services.

### Comparative and Superiority Claims Must Be Objectively Substantiated

In its decision (File No. 2026/39), concerning Turkcell, a telecommunications operator in Türkiye, and its “Türkiye’nin Çok Çekici Operatörü Turkcell” (*Turkcell: Türkiye’s Well-Connected Operator*) campaign, which plays on the Turkish expression “çok çekici” to convey both attractiveness and strong network reception, the Board assessed the campaign as a whole and found that it created the impression that Turkcell provided superior network coverage

and continuity of service compared to competing mobile operators. The Board also considered that the campaign indirectly disparaged competing operators.

The Board further considered that the statement “Türkiye’nin Lideri” (*Türkiye’s Leader*), used in connection with 5G, could be understood as a broader superiority claim rather than merely a reference to the results of the 5G authorisation tender. As 5G services had not yet been commercially launched when the advertisements were published, the Board concluded that such superiority claims could not be objectively substantiated. The Board therefore imposed an administrative fine of TRY 3,180,853 on Turkcell and ordered the discontinuation of the advertisements.

## **Material Conditions and Limitations Must Be Disclosed Together with the Main Advertising Message**

The Board addressed material limitations on promotional benefits in two separate decisions.

In its decision (File No. 2026/139) concerning Turkcell’s “Salla Kazan” (*Shake & Win*) campaign, the Board examined an SMS notifying consumers that they had received a “Daily 2 GB Instagram” benefit. Although the benefit excluded Instagram messaging and video calls, this limitation was not mentioned in the SMS. The Board found that referring consumers to the campaign terms via a link was insufficient, as material limitations affecting the advertised benefit must be disclosed together with the main advertising message. The advertisement was therefore found misleading, and Turkcell was fined TRY 403,004 and ordered to discontinue it.

A similar issue arose in the decision (File No. 2026/795) concerning İyzi Ödeme ve Elektronik Para Hizmetleri A.Ş. (“İyzi”), an electronic money and payment services company. The company advertised a TRY 200 discount on consumers’ first purchase made through iyzico, without stating that the discount was subject to a minimum purchase of TRY 2,000. The Board considered this requirement a material limitation on the advertised benefit and found the promotion misleading. İyzi was fined TRY 1,083,706 and the advertisements were ordered to be discontinued.

## **Advertisers May Be Held Responsible for Advertising Conducted by Authorised Dealers**

In its decision concerning Krea (File No. 2026/471), a company providing Digiturk subscription services, the Board examined a Facebook advertisement published by an authorised dealer. The advertisement promoted a “2026 New Season Sports Package” and referred to Trendyol Süper Lig, Türkiye’s top-tier professional football league, together with the logos of four major football clubs, creating the impression that Süper Lig matches were included in the advertised package. However, the package purchased by the consumer did not include such matches as standard; access was provided only temporarily as part of a promotional offer.

Although Krea argued that the advertisement had been independently prepared and published by the authorised dealer without its knowledge or approval, the Board considered that the dealer’s advertising activities were carried out within Krea’s commercial organisation and that Krea remained responsible for ensuring compliance of such advertising activities with applicable advertising rules. Accordingly, the Board imposed an administrative fine of TRY 863,580 on Krea and ordered the discontinuation of the relevant advertising and commercial practices.

## **Differentiated Pricing in Subscription Services May Be Based on Objective Criteria**

In another decision concerning Krea (File No. 2026/138), the Board examined allegations that the same beIN SPORTS (Digiturk) broadcasting package and content were offered to consumers at different prices and that discounted offers were made to consumers seeking to cancel their subscriptions.

The Board found that differentiated pricing may be based on objective criteria such as the campaign period, subscriber status, commitment period, package content and sales channel, provided that consumers are clearly and comprehensibly informed of the applicable price, package scope and subscription conditions. The Board therefore concluded that the commercial practice was not deceptive or misleading and did not violate Article 62 of Law No. 6502 on Consumer Protection.

## Conclusion

These decisions demonstrate that the Board assesses advertising and commercial practices by reference to their overall impression on the average consumer and the clarity of the information provided. Businesses should therefore ensure that comparative and superiority claims are supported by objective and verifiable evidence and that material conditions or limitations affecting an advertised benefit are clearly disclosed together with the main advertising message.

The decisions also highlight the importance of transparency regarding package content and pricing in subscription services. While differentiated pricing based on objective commercial criteria may not in itself constitute a misleading commercial practice, advertisers operating through authorised dealer networks should maintain appropriate approval and monitoring mechanisms to ensure that advertising materials accurately reflect the scope and conditions of the products or services offered.

The full text of the Advertising Board's Press Bulletin No. 371 is available at this [link](#).