

Decision of the ADVERTISING REGULATORY BOARD

Advertiser	Makro
Consumer/Competitor	Consumer
File reference	4571 – Makro
Outcome	Upheld
Date	8 April 2026

The Directorate of the Advertising Regulatory Board has been called upon to consider a complaint against an advertisement for a “Generic Solar Street Light with Built-in CCTV Camera” advertised on www.makro.co.za.

Description of the advertising

The advertisement contains the following images and product description:



Product Information: Mount Type: Wall Mount

Set Contents: Solar Panel

Suitable For: Outdoor

Automatic Charging

Automatic Switch On

Motion Sensor Present

Description: Upgrade your outdoor security with the Solar Security Light – CCTV Camera with 4G – a powerful, all-in-one system that combines energy-efficient LED street lighting, HD surveillance, and wireless connectivity in a single sleek unit. Designed for homes, farms, driveways, and remote properties, this intelligent solar light delivers 24/7 protection, real-time monitoring, and eco-friendly performance – all without wiring or electricity bills.”

Complaint

The Complainant submitted that he ordered the product online, but received a completely different product. When attempting to rectify this, the Advertiser merely offered to refund him, but would not deliver the correct item. The Complainant provided the following images of the product he received and noted that the product is still being advertised:



Response

The Advertiser was afforded an opportunity to respond to the complaint, but did not submit a response.

Application of the Code of Advertising Practice

The Directorate considered the following provisions of the Code to be relevant to this dispute:

- Clause 4.2.1 of Section II (Misleading claims)
- Clause 16 of Section III (Non-availability of advertised products)

Decision

Having considered all the material before it, the Directorate of the ARB issues the following finding.

Clause 16 of Section III states, *inter alia*, that “*Advertisements should not be submitted for publication unless the advertiser has reasonable grounds for believing that it can supply any demand likely to be created by the advertising.*” It further notes that “*no attempt should be made to use the advertising of unavailable or non-existent products as a means of assessing likely public demand.*”

Clause 4.2.1 of Section II stipulates that advertisers should not mislead consumers by means of, *inter alia*, ambiguity, omission of material information, exaggeration or other means.

The alleged deception in this matter lies in the fact that the product supplied appears to be different to the one advertised, yet the advertised product continues to be advertised despite not being available.

While the Directorate notes the Complainant’s frustration at the Advertiser’s unwillingness to replace the delivered product with one that was ordered, it should also note that the ARB cannot influence or enforce this outcome. The ARB can only consider whether the advertising that gave rise to this dispute is potentially misleading or offers a product that the Advertiser cannot reasonably expect to provide.

The Complainant provided screenshots of WhatsApp communication he has had with the Advertiser. According to this correspondence, *“orders fulfilled directly by the supplier do not have the option for replacement or exchange ... Makro will process a refund for third-party returns.”*

This suggests that there may have been logistical reasons for not receiving the product. It also clarifies that this product is sold via the Advertiser’s website, but that orders are fulfilled by a third-party supplier, and not by the Advertiser directly. Presumably, this is why the Advertiser is unable to exchange the product, as it does not hold stock for this item, and has limited control over inventory held by its third-party supplier.

While this may be a reasonable explanation, the Directorate notes that the Advertiser has not provided any information and has not taken the Directorate into its confidence in this matter. The Directorate cannot, in the absence of any information, merely assume that there is sufficient justification for not providing the product as advertised.

Furthermore, the Directorate is mindful of the fact that no information was placed before it to suggest that the Advertiser (through its third-party supplier) had reasonable expectations that it could supply any demand created by this advertisement. If the Advertiser provided information such as stock levels, typical sales figures, or any helpful information about logistical challenges that may have influenced the delivery to the Complainant, the Directorate may have been able to understand what happened. However, no such information was placed before the Directorate. Essentially, the Directorate is also aware that the product is still being advertised at the time of this ruling, even though it seems from the Advertiser’s communications with the Complainant that it is not available.

The Directorate, therefore, has nothing to show that the Advertiser had reasonable grounds for believing that it would be able to supply the likely demand that this advertisement might create. It is also interesting that the Advertiser (or its supplier) opted to ship an entirely different product without informing the Complainant or offering him an option to cancel the order and look elsewhere for this product.

Given the above, the Directorate has no option but to find that the advertisement was in breach of Clause 16 of Section III of the Code.

Sanction

The Advertiser is, therefore, requested to withdraw or appropriately amend this advertisement within the deadlines stipulated in Clause 15.3.7 of the Procedural Guide, and refrain from using it again unless it has a reasonable, and demonstrable expectation of being able to supply the product to customers.

It is, therefore, not necessary to express a view on whether the claim breaches Clause 4.2.1 of Section II of the Code at this time.