



THE REPUBLIC OF UGANDA

IN THE MATTER OF THE UGANDA COMMUNICATIONS ACT CAP 103

ARBITRAL COMPLAINT NO: 4 OF 2025

BETWEEN

ADLEGAL INTERNATIONAL LIMITED :::::::::::::::::::: COMPLAINANT

VERSUS

NBS TELEVISION LIMITED ::::::::::::::::::::RESPONDENT

DECISION OF THE COMMISSION

1.0 Nature of Complaint:

- 1.1 On 23rd January 2025, the Uganda Communications Commission (Commission) received a complaint from Adlegal International Limited, herein after referred to as the Complainant, alleging that it was aggrieved by what it referred to as a repeated violation of the Uganda Communications Commission Advertising Standards 2019 by NBS Television Limited.
- 1.2 The Complainant stated that NBS Television Limited (herein after referred to as the Respondent) consistently violated the split screen advertising rules during its current affairs programs including Morning Breeze, NBS Frontline, and NBS Eagles. The Complainant alleged that during these programs, NBS Television routinely broadcast split screen adverts, in contravention of the Uganda Communications Commission Advertising Standard 2019 (Advertising Standards) Annex 7 (3.0), which explicitly prohibit split screen advertising.
- 1.3 The complainant sought the following declarations from the Commission:
 - (a) A declaration that NBS Television's action of broadcasting split screen advertisements during current affairs programs is a violation of Annex 7 (3.0) of the UCC Advertising Standard 2019 Annex 7 (3.0).
 - (b) A declaration that NBS Television's action of broadcasting split-screen advertising during current affairs programs is illegal for being contrary to the Minimum Broadcasting Standards as provided under Section 31(now 32) and Schedule 4 of the Uganda Communications Act Cap 103(the Act).



- (c) A declaration that NBS Television's actions undermine consumer rights protected under the Act, the UCC Advertising Standards and Regulation 5(b) of the Uganda Communications (Consumer Protection) Regulations 2019.
- (d) A directive to NBS Television to immediately cease the use of split screen advertisement during current affairs programs and submit a compliance report to the Commission within thirty (30) days.
- (e) A directive requiring NBS Television to issue a public acknowledgement of their non-compliance and to commit to corrective actions; and
- (f) Any other remedies the Commission may deem fit.

2.0 Procedure followed in hearing the Complaint

- 2.1 Upon receiving the complaint, on the 4th of April 2025, the Commission notified the Respondent, NBS Tv of the complaint that had been lodged against it and required them to respond to the allegations that were made by the complainant.
- 2.2 Vide letter dated 9th April 2025, the Respondent submitted its response to the complaint and raised several issues, regarding not just the specific complaint, but other broader regulatory matters regarding the applicability of the Advertising Standards generally.
- 2.3 To facilitate effective resolution of the complaint, the Commission found it necessary to first interface with a team from NBS TV on the 30th of May 2025, before engaging the complainant on 3rd of July 2025.
- 2.4 The Complainant was represented by Mr. Aziz Kitaka, its Executive Director, Mr. Luke Kamogo, the Litigation Director, Ayesigye Patience, the Consumer Advocacy Director and Murere Nicholas, the Policy Advocacy Director. After articulating the substance of their complaint, the representatives of the complainant requested to submit detailed written submissions to further expound on their complaint and present more information to guide the Commission in judiciously determining this matter. The Commission granted the complainant's request and indeed Ad Legal filed its detailed written submissions on 21st July 2025.
- 2.5 Thereafter, the Respondent also filed its written submission on 1st of December 2025, and after receipt of the same, Ad Legal Limited requested and was granted the chance to file a rejoinder to the issues raised, which they did on 5th December 2025.



3.0 Resolution of the Issues:

- 3.1 Before delving into the substantive determination of this matter, the Commission regrets the delay in rendering its final decision on this matter. The Commission endeavours to resolve consumer complaints expeditiously, but adherence to this standard largely depends on how responsive the parties to a particular matter are in complying with the timelines set by the Commission. The Commission firmly believes in the time-tested adage that justice delayed is justice denied. We are hopeful that even with this apparent delay, which we sincerely regret, the parties will still find justice in this decision.
- 3.2 In the same vein, the Commission would like to address the insinuation by counsel for Adlegal International Limited (Ad legal) at page 12 of their written submissions, when they alleged that during their appearance before the Commission, they were asked many questions, which made them to feel that the Commission had already prematurely endorsed NBS's position and formed a preconceived position on the matter even before a decision is rendered.
- 3.3 With all due respect to the AdLegal team, the Commission wishes to clarify that its mandate as a regulator of the communications sector is mediatory, arbitral and supervisory. In the determination of complaints and disputes arising from the sector, the Commission generally uses an inquisitorial approach, where the parties are asked to respond to questions and clarify on any issues which the Commission considers necessary to facilitate proper understanding of the underlying dispute.
- 3.4 This arbitral and mediatory procedure as enshrined in the Uganda Communications Act Cap 103 and the attendant Regulations require the Commission to probe the parties to ensure that the dispute or complaint at hand is substantively resolved in an amicable way. As the regulator of the communications sector, the Commission is duty bound to inquire into the dispute or complaint and appropriately guide the parties to have a holistic view as opposed to partial or fragmented perception of issues in the communications sector.
- 3.5 The above clarification on the procedure and approach used by the Commission in the exercise of its arbitral mandate should therefore dispel AdLegal's misconception and rushed perceptions of bias against the Commission.
- 3.6 Be that as it may, based on the facts of the matter and the responses that were provided by the parties, the following issues were derived by the Commission for determination:



Issue 1: *Whether the Commission has jurisdiction to hear and determine the complaint?*

Issue 2: *Whether NBS Television breached the Minimum Broadcasting Standards as enshrined in the Uganda Communications Act Cap 103 and Uganda Communications Minimum Advertising Standards 2019.*

Issue 3: *What rights and remedies are available to the parties?*

3.7 The issues shall be handled in the order in which they appear above.

Issue 1: **Whether the Commission has jurisdiction to hear and determine the complaint**

3.8 As already stated hereinabove, the mandate of the Commission with respect to hearing and determination of complaints of this nature is enshrined in section 5 of the Uganda Communications Act, Cap 103 which enumerates the functions of the Commission as:

5(1)(b): *To monitor, inspect, license, supervise, control and regulate communication services.*

(j): *To receive, investigate and arbitrate complaints relating to communication services and take necessary action,*

(k): *To promote and safeguard the interests of consumers and operators as regards the quality of communications services and equipment.*

(x) *To set standards, monitor and enforce compliance relating to content.*

3.9 This is further expounded in Regulation 39 of the Uganda Communications (Content) Regulations 2019 which provide that:

39. *Content complaints*

(1) *The Commission may, on its own, on the written request of an operator or referral of a consumer complaint filed under the Uganda Communications (Consumer Protection) Regulations 2019, or any other party who has a complaint against an operator, investigate complaints on the following matters-*

(a) *N/A*

(b) *N/A*

(c) *violation of minimum broadcastings standards or breach of the provisions of these Regulations; or*

- (d) *any other dispute of a non-commercial nature arising in the ordinary course of business of an operator.*

3.10 Regulations 7 and 8 of the Uganda Communications (Consumer Protection) Regulations S.I. 87 of 2019 further provide for the powers and procedure through which the Commission is mandated to handle consumer complaints. For ease of reference, the relevant parts of Regulations 7 and 8 are reproduced hereunder:

3.11 Regulation 7. *Powers of the Commission*

The Commission shall-

- (a) *N/A*
(b) *Promptly receive, investigate and arbitrate any consumer complaint relating to communication services, including quality of service and take necessary action.*
(c) *Compel an operator to resolve any consumer complaint filed with the Commission.*
(d) *N/A*
(e) *N/A*
(f) *N/A*
(g) *N/A*
(h) *N/A*
(i) *N/A*
(j) *Where necessary, refer a complaint to other law enforcement agencies for investigation and prosecution.*

3.12 Regulation 8 (12) of the Uganda Communications (Consumer Protection) Regulations 2019 provides as follows:

(12) *The Commission may, in handling a complaint under sub regulation (5)-*

(a) *give all affected parties notice of its investigations and a copy of the complaint.*

(b) *give the complainant and any person or operator accused in the complaint, an opportunity to appear and provide any further evidence required by the Commission to make a decision.*

(c) *N/A*

(d) *make findings and take appropriate action to-*

(i) *require an operator to supply goods or services for a specified Period*

(ii) *require an operator to supply goods or services under specified terms and conditions;*



- (iii) make an order requiring an operator or licensee to pay costs to a consumer;*
- (iv) make an order requiring a consumer to pay costs to an operator;*
- (v) make an order requiring an operator or licensee to replace or repair defective or malfunctioning equipment or in lieu thereof, refund the consumer the cost of the purchase.*
- (vi) require an operator to appear at a hearing or to produce documents;*
- (vii) dismiss a complaint;*
- (viii) impose a fine, depending on the nature of the complaint; or*
- (ix) order a consumer refund.*

- 3.13 Regulation 4 of the Uganda Communications (Consumer Protection) Regulations 2019 defines a “complaint” to mean any written or oral representation of dissatisfaction about the provision of, or failure to provide communication service or product.
- 3.14 The same Regulation 4 defines a “consumer” to mean a final user of communications apparatus, communications services or value-added services or a customer and includes a purchaser for value of communications apparatus or communications services regulated by the Commission under the Act, but does not include an operator, wholesaler or retailer of communications apparatus or communications and value-added services.
- 3.15 “Communication services” on the other hand is defined in the same Regulation 4 of the Uganda Communications (Consumer Protection) Regulations 2019 to mean services performed consisting of the dissemination or interchange of audio-visual or data content using postal, radio, or telecommunications media or data communications, and includes broadcasting and value-added services.
- 3.16 From the above legal provisions, it is therefore beyond dispute that whereas the Complainant in this matter, AdLegal International Limited, is a corporate soul and may not by itself be a direct consumer of NBS Television’s broadcasting services, the complaint relates to an issue that affects the welfare and interests of consumers of television services in Uganda.
These are issues which the Commission is mandated to regulate under section 5(1)(j) of the Uganda Communications Act Cap 103, Regulation 39(1) of the Uganda Communications (Content) Regulations 2019 and Regulation 8 of the Uganda Communications (Consumer Protection) Regulations 2019 to receive a complaint of such nature. This issue is accordingly answered in the affirmative.



Issue 2: Whether NBS Television breached the Minimum Broadcasting Standards as enshrined in the Uganda Communications Act Cap 103 and Uganda Communications Minimum Advertising Standards 2019.

Complainant's case:

- 3.17 The Complainant stated that NBS Television consistently violates split screen advertising rules during its current affairs programs including **Morning Breeze, NBS Frontline, and NBS Eagles**. Counsel for the complainant argued that during these programs, NBS Television routinely broadcasts split screen adverts in contravention of Annex 7(3.0) of the UCC Advertising Standard 2019, which explicitly prohibit split screen advertising.
- 3.18 It is the Complainant's case that this affects consumer rights as enshrined in the Uganda Communications (Consumer Protection) Regulations, 2019; and that the use of split screen adverts provides biased and incomprehensive reporting. The Complainant alleged that this shifts the focus of the broadcaster from informing the public to generating revenue, thereby prioritizing commercial interests over societal needs.
- 3.19 Counsel for the complainant further submitted that regulatory restrictions on split screen advertising are not an outdated practice and they referred to jurisdictions where similar standards are still enforced, including Germany and the UK. They concluded by stating that although split screen advertising is a means of earning revenue for the media, the Commission's primary mandate is to regulate communications services in strict adherence to the law and not to safeguard broadcasters' profitability or economic interests against the wider interests of the consumers and the wider public.

Respondent's case:

- 3.20 In response to the Complaint, the Respondent argued that the advertisements that were complained about by Adlegal are "squeeze backs" and not split screen advertisements. They maintained that although squeeze backs may, to an ordinary person seem similar to split screen advertisement, they are not entirely the same.
- 3.21 The Respondent argued that a "squeeze back" means:

A sequence of television footage or a graphic produced specifically to promote the sponsor, which is screened from time to time during the broadcast for a duration of approximately 10 (ten) seconds, which is shown when the main picture is reduced in size in order

to allow such footage or graphic to be screened in the available space on the screen surrounding the actual picture.

- 3.22 According to the Respondent, split screen advertisement is an altogether different advertising technique that allows simultaneous presentation of editorial content and commercial information on the same screen divided into two or more parts, with the screen broadcasting the main broadcast, normally left to cover over 50% of the screen and the remainder left to broadcast advertisement content. The Respondent argued that squeeze backs should not be interpreted to be the same as split screen adverts.
- 3.23 The Respondent further stated that due to the ever changing digital and communications landscape, there is need to have a precise definition of split screen advertising, arguing that owing to the financial constraints being faced by the broadcasting sector, there is need for broadcasters to continuously come up with ingenious advertising techniques that allow sponsors to have their products advertised as opposed to scheduled adverts that traditionally air during commercial breaks.
- 3.24 The Respondent argued that by their very nature, the content broadcast in squeeze backs does not normally distract viewers as alleged by the complainant.
- 3.25 Counsel for the Respondent argued that the intention of the standards on split screen advertisement as stipulated in the UCC Advertising Standards 2019 was to avert an original mischief which was the risk of partial or biased news reporting, which does not arise with the squeeze backs, since they do not affect the broadcaster's professionalism. The mischief was the potential for undue commercial influence by advertisers on the impartiality and integrity of broadcasting during core news and current affairs reporting.
- 3.26 The Respondent took issue with the comparisons that were made by Ad legal to the practice and standards applicable to split screen advertisement in other jurisdictions, arguing that these countries have highly competitive and lucrative media sectors, and their laws and systems cannot be squarely replicated in the nascent and less profitable broadcasting sector in Uganda.
- 3.26 The Respondent referred to previous engagements that had happened around 2020 to 2022, between the Commission and the broadcasting industry in Uganda, where broadcasters had urged the Commission to consider revising the Advertising Standards to provide for a more flexible approach that allows broadcasters to devise innovative ways to broadcast adverts without going against their duty to be impartial and objective. They urged the Commission to consider conditional permission for broadcasters to use squeeze backs and not implement a

blanket prohibition of split screen advertisement, which may unintentionally restrict the use of squeeze backs.

Complainant's Rejoinder

- 3.27 The Complainant vehemently opposed the distinction between squeeze backs and split-screen advertising as postulated by the respondent. They argued that the distinction is merely a matter of nomenclature or form but in substance, the issue posed remained the same. That the intention of the framers of the law on split screen adverts was not to allow any form of simultaneous display of adverts and editorial content on the screen.
- 3.28 Adlegal insisted that Annex 7 of the UCC Advertising Standards prohibits the use of split screen advertising in relation to all editorial content and this includes news and current affairs programmes such as the ones complained of.
- 3.29 The Complainant further opposed the recommendation by the Respondent for the Commission to consider conditional permission for broadcasters to use split screen adverts or squeeze backs as an industry position. They state that holding various stakeholder engagements between the Commission and operators in the years 2020 – 2022 could have been merely a step-in policy making process but did not amount to a change in the policy or existing standards as earlier published in 2019. It neither takes away the requirement of the law against split screen advertising, nor can it be said to be a legitimate expectation since it goes against the law.

4.0 Decision/Determination of the Commission

- 4.1 It is important at this point to state the law applicable. The Uganda Communications Commission (Commission) is vested with power to set national standards under Section 5(1)(i) of the Uganda Communications Act Cap 103 (The Act).
- 4.2 This is further reinforced in Regulation 19 of the Uganda Communications (Consumer Protection) Regulations 2019, which empowers the Commission to issue advertising codes or guidelines to regulate advertising content.
- 4.3 In exercise of its legal and regulatory mandate, in 2019, the Commission issued the Uganda Communications Advertising Standards, 2019 (UCC Advertising Standards 2019). The Advertising Standards contain wide-ranging rules designed to ensure that advertising does not mislead, harm or offend customers and users.



- 4.4 Annex 1 of the UCC Advertising Standards 2019 define Split- screen advertising to mean:

An advertising technique which allows the simultaneous presentation of editorial content and commercial information on the same screen, divided into two or more parts.

- 4.5 Annex 1 to the Advertising Standards further expressly provides that:

(iii) Split Screen Advertising is not allowed during the News broadcast. However, taking into consideration the commercial aspect, Split Screen Advertising is allowed in some segments of any news broadcast i.e. during the Business, Weather and Sports segments.

(iv) Split Screen Advertising is prohibited during current affairs programs. Current affairs is defined as: - “A program which contains debate, explanation and analysis of current events and ideas, including political, cultural, social, religious, business and economic that affects the general public”.

- 4.6 Annex 7 of the same UCC Advertising Standards 2019 further provide that:

Split-screen advertising consists of the simultaneous or parallel transmission of editorial content and advertising content. For example, an advertising spot may appear in a window during the transmission of a regularly scheduled broadcast in such a way that two separate images are visible on the screen. Provided the space set aside for advertising is not excessive, this technique enables the viewer to continue to watch the scheduled editorial broadcast during the transmission of an advertising spot. The split-screen technique is generally used for broadcasting relatively short advertising spots and, to date is primarily used during sports programming.

- 1.0 Split-screen advertising is permitted during natural breaks and during end credits. Split-screen advertising may also be inserted during long-form sports programmes which do not have a natural break e.g. Formula 1 Racing.*
- 2.0 Split-screen advertising shall not exceed 50% of screen space and only one split-screen advertisement shall appear at any given time.*
- 3.0 Split-screen advertising is not permitted in news or current affairs Broadcasts.*



Rationale for prohibition on split screen advertising:

- 4.7 The rationale of regulating or restricting the use of split screen advertisements during news and current affairs programs lies in the need to protect television viewers. It is intended to ensure that the interests of television viewers are fully and properly protected against the potential distraction that may be caused to viewers when the screen is split in parts, to allow broadcasting of advertisements alongside the news or current affair programs.
- 4.8 According to Regulation 5 of the Uganda Communications (Consumer Protection) Regulations 2019, consumers of communication services, including television viewers, have a right to protection enshrined in the Act which sets out the basis, requirements and parameters for consumer protection in respect of communication services. These rules are intended to establish a balanced protection of the interests of consumers as television viewers and the financial interest of television broadcasters and advertisers.
- 4.9 Regulation of split screen advertisement is meant to protect the right of viewers by ensuring that there is a clear-cut separation of advertising from editorial content and to protect them against excessive advertising of all kinds during news and current affairs programs. The prohibition of split-screen advertisement is intended to protect television viewers against the distraction of attention that naturally occurs when a Television screen is split and the viewer is presented with both the current affairs content and the commercial advertisement content.
- 4.10 In the persuasive decision of the Court of Justice of the European Union in the case of **SANOMA MEDIA FINLAND OY-NELONEN MEDIA VS VIESTINTÄVIRASTO (CASE C-314/14)** the Court interpreted split screen advertising in accordance with Article 19(1) of the Audiovisual Media Services Directive¹ and stated that television advertising should be readily recognizable and distinguishable from editorial content.
- 4.11 In the Ugandan context, the definition of split screen advertisement as stated in the Advertising Standards of 2019, broadly includes all forms of actions that results in the simultaneous broadcasting or screening of different content by a broadcaster. The definition includes all forms of advertisement through which a broadcaster splits the screen and

¹ Directive 2010/13/EU of the European Parliament and of the Council of 10 March 2010 on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the provision of audiovisual media services.



broadcasts different content to the viewers. The definition does not separate between squeeze backs or split screen advertisement.

- 4.12 A reading from the Advertising Standards as reiterated above unequivocally points to the fact that split screen advertisement, which by necessary implication includes what NBS refers to as squeeze backs, is prohibited during news and current affairs programmes in Uganda. This position of the law is agreed to by all parties to this complaint.
- 4.13 By their categorisation, the impugned programs on NBS Television which the complainant specifically mentioned in their complaint, including Morning Breeze, NBS Frontline and NBS Eagle, are all admittedly current affair programs and should, under the Standards, not feature any form of split screen advertisement.
- 4.14 The Commission has considered the Respondent's contention that the intention of the law on split screen advertising was to avert an original mischief which was the risk of partial or biased news reporting, which risk does not present itself in the current scenario. They relied on the mischief rule of statutory interpretation to persuade the Commission that the wording of the Standards should be interpreted to allow for conditional permission to use split screen advertising for current affairs programmes.
- 4.15 From a legal interpretation perspective, the mischief rule gives judicial tribunals justification for going behind the actual wording of the legislation to consider the problem that the legislation was aimed at remedying.
- 4.16 Be that as it may, it is a well settled position of law that where the words used in a statutory instrument, in this case the Advertising Standards 2019, are clear, unambiguous and complete on the face of it, they are conclusive evidence of the legislative intention. This is what is today is referred to as the literal rule of statutory interpretation. **(See the case OF HON. THEODORE SSEKIKUBO & OTHERS VS ATTORNEY GENERAL AND 4 ORS, CONSTITUTIONAL APPEAL NO.1 OF 2015).**
- 4.17 Moreover, according to the case of **Mrs. SEFOROZA NYAMUCHONCHO & ANOR VS ATTORNEY GENERAL, PERMANENT SECRETARY MINISTRY OF PUBLIC SERVICE & OTHERS HCMC NO. 241 OF 2017**, Courts apply the Mischief rule/purposive rule of statutory interpretation, where the words of the statute are not clear. That is when recourse may be made to the spirit of the statute.
- 4.18 It is therefore, the Commission's considered finding that the facts of this matter are clear. The words used in the laws and the Advertising Standards are clear and the Commission shall interpret them in their natural and ordinary meaning.



- 4.19 From the wording of Annex 7 to the Advertising Standards, split-screen advertising, which may not necessarily be 50% of the screen, is not permitted in news or current affairs broadcasts. This is a clear provision of the law that does not require one to inquire into the mischief which the drafters intended to avert.
- 4.20 From the evidence on record, the Respondent never denied using squeeze backs during news and current affair programs. What therefore remains for the Commission to determine is whether use of squeeze backs is different from split screen advertisement.
- 4.21 The Complainant maintains that the phrase ‘squeeze backs’ is merely an alternative terminology to split screen adverts. The activity involves simultaneous exposure of current affairs and advertising content, and the probable outcome is exactly that of distraction of the audience and reduction of programme effectiveness. A squeeze back as defined by the respondent is-

A sequence of television footage or a graphic produced specifically to promote the sponsor, which is screened from time to time during the broadcast for a duration of approximately 10 (ten) seconds, which is shown when the main picture is reduced in size in order to allow such footage or graphic to be screened in the available space on the screen surrounding the actual picture. It is a process that reduces the size of a video or image (such as a television display) to allow other items (such as logos, text crawls or graphics) to be seen in the display area.²

- 4.22 The Commission finds that the said definition falls squarely with in what is described as split screen advertising in Annex 7 Clause 3.0 of the UCC Advertising Standards 2019. The mere fact that squeeze backs only consume 20%-30% of the screen, does not in itself preclude it from being classified as a form of split screen advertising. It remains in substance, just but another form of a split screen advert, as per the law. The language of the Advertising Standards is inclusive. It states that “*Split-screen advertising shall not exceed 50% of screen space....*” This means that any percentage of screen utilised falls under the category of a split screen advert.

² Available at <https://saficloud.com/blog/squeeze-back-for-tv-commercial>.



4.23 The Complainant argued that the practice of split screen advertisement by the Respondent on their platforms breached the Minimum Broadcasting Standards. It is important to restate at this point what the Minimum Broadcasting Standards are as enshrined in section 32 and schedule 4 of the Uganda Communications Act, Cap 103.

4.24 Section 32 of the Act states that:

A person shall not broadcast any program unless the broadcast or programme complies with schedule 4.

4.25 Schedule 4 states that:

A broadcaster or video operator shall ensure that—

(a) any programme which is broadcast—

(i) is not contrary to public morality;

(ii) does not promote the culture of violence or ethnical prejudice among the public, especially the children and the youth;

(iii) in the case of a news broadcast, is free from distortion of facts;

(iv) is not likely to create public insecurity or violence;

(v) is in compliance with the existing law;

(b) programmes that are broadcast are balanced to ensure harmony in such programmes;

(c) adult-oriented programmes are appropriately scheduled;

(d) where a programme that is broadcast is in respect to a contender for a public office, that each contender is given equal opportunity on such a programme;

(e) where a broadcast relates to national security, the contents of the broadcast are verified before broadcasting

4.26 In reading through the above legal provisions, Schedule 4 Clause (a) (v) imposes a clear legal obligation on every broadcaster to ensure that all content broadcast through all its programs always complies with the law including any Standards issued by the Commission. The same requirements are further entrenched in Annex 7, Clause 3.0 of the UCC Advertising Standards 2019.

4.27 After reviewing the content that was submitted as part of the Complaint and the response from the Respondent, it is therefore the Commission's natural finding that the Respondent, NBS Television Limited, breached section 32 and schedule 4 of the Uganda Communications Act Cap 103, and Regulation 19 of the Uganda Communications(Consumer



Protection) Regulations 2019, when it broadcast split screen advertisement during its current affairs programmes, to wit, Morning Breeze, NBS Frontline and NBS Eagle.

Changing dynamics of television advertisements and compatibility of new advertising techniques with the current legislation:

- 4.28 The Commission is alive to the ever-changing landscape of advertising in the broadcasting sector, with some studies arguing that some rules contained in the advertising standards are outdated and need to be modified.³
- 4.29 The Commission is also aware that Courts in other jurisdictions have in some cases acknowledged that due to the increased possibilities for viewers to avoid advertising through use of new technologies such as digital personal video recorders and increased choice of channels, detailed regulation with regard to split screen advertising should be flexible and not be restrictively interpreted.
- 4.30 The Respondent also raised an argument regarding revenue generation, noting that sponsors are increasingly becoming aware that commercial breaks are not a reasonable time for advertising, but rather a ten second picture-in-picture advert during the show may effectively deliver the message.
- 4.31 On their part, however, counsel for the complainants passionately argued their case from the angle of societal needs, emphasizing that societal needs surpass economic/commercial needs of the television station. They beseeched the Commission to implement the law as is for the benefit of television content viewers.
- 4.32 The Commission commends counsel for both parties for their passionate submissions. These arguments have all enriched the Commission's perspective on this matter.
- 4.33 The above notwithstanding, the Commission is alive to the fact that in the exercise of its mandate, it is bound to implement the laws and standards as they are today, and not how they ought to be.
- 4.34 In view of the above and considering that the UCC Advertising standards currently prohibit the use of split screen advertising in news and current affairs, the Commission can only find for the complainant. As it is stated in the popular Latin maxim "*Dura Lex Sed Lex*", which mean "*the law is harsh, but it is still the law*", the Commission finds that

³ European Convention on Transfrontier Television, Standing Committee on Transfrontier Television (T-Tt), 30th meeting, 29-30 April 2002, Strasbourg.

the UCC Advertising Standards 2019 proscribed split screen advertising in news and current affairs programmes and this must be followed to the letter.

- 4.35 The arguments by the Respondent as to what the market considers appropriate can only be validated after a comprehensive study is undertaken to inform future policy and legislative review. Until such changes are incorporated in the Standards or the primary laws, the Commission cannot condone breach of its own Standards by operators.

5.0 Issue 3: What rights and remedies are available to the parties?

- 5.1 Based on the findings on issues 1 and 2, hereinabove, the Commission hereby makes the following Declarations that:

- (a) According to the UCC Advertising Standards 2019, any advertising technique or practice which allows the simultaneous presentation of editorial content and commercial information on the same screen, divided into two or more parts falls into the broad meaning of split screen advertisement.
- (b) The UCC Advertising Standards 2019 prohibit broadcasters from using split screen advertisement during news and current affair programs.
- (c) Current affairs programs are programs which contain debate, explanation and analysis of current events and ideas, including political, cultural, social, religious, business and economic events that affect the public.
- (d) The Respondent, NBS Tv, breached clause 3.0 of Annex 7 of the UCC Advertising Standards 2019, when it broadcast split screen advertising during its current affairs programmes including Morning Breeze, NBS Frontline and NBS Eagle.
- (e) Through the above prohibited action, the Respondent, NBS TV, breached section 32 and Schedule 4 of the Uganda Communications Act Cap 103, when it aired/broadcast split screen advertising during its current affairs programmes, including Morning Breeze, NBS Frontline and NBS Eagle.

- 5.2 Considering the circumstances of this case and the fact that the Respondent appears to have breached the subject Standards under a mistaken but ostensibly a genuine belief that their adverts were squeeze backs and not split screen advertisement, which the Commission has herein above clarified on, and the fact that they have been cooperative

and willing to address the matter, the Commission finds it unnecessary to sanction the Respondent.

5.3 WHEREFORE, in accordance with its mandate under sections 5(1)(j) and 49 the Uganda Communications Act Cap 103, and Regulations 7, 8 and 28 of the Uganda Communications (Consumer Protection) Regulations 2019, the Commission hereby DIRECTS the Respondent as follows:

1. The Respondent(NBS TV) is hereby DIRECTED to IMMEDIATELY cease and stop the use of split screen advertising, including the use of squeeze backs, during news and all current affairs programs; and
2. In the event that the Respondent fails and/or otherwise omits to comply with this DIRECTIVE, the Commission may impose any appropriate regulatory sanction(s) in accordance with the applicable laws.

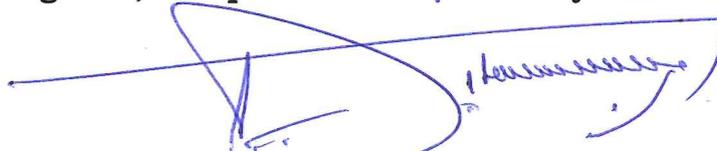
5.4 In accordance with section 56(9) of the Uganda Communications Act Cap 103, Regulation 44 of the Uganda Communications (Content) Regulations 2019 and Regulation 32 of the Uganda Communications (Consumer Protection) Regulations 2019, if any of the parties to this complaint is aggrieved by this decision, he or she has a right of appeal within a period of (30) thirty days from the date of this decision.

6.0 Guidance to other Television broadcasters in Uganda

6.1 Before we take leave of this matter, the Commission wishes to guide other television broadcasters in Uganda that although the complainant in this matter complained against only NBS Tv, the Commission has observed that other television broadcasters in Uganda use split screen advertisements during their news and other current affairs programs.

6.2 All Television broadcasters in Uganda are accordingly DIRECTED to forthwith align their operations with the findings in this decision and immediately stop using split screen advertisement, including squeeze backs and other related advertising techniques during news and current affair programs.

Delivered at Bugolobi, Kampala this ^{27th}..... day of January 2026.



Hon. Nyombi Thembo

EXECUTIVE DIRECTOR

(For and on behalf of the Uganda Communications Commission)

