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2025/2026

CONSUMER PROTECTION REVIEW PANEL

BY THE CONSUMERS
ASSOCIATION OF SINGAPORE

CASE

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Friendzone youth focus group,
15 January 2026

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Why this report?

This report presents the observations and recommendations of the Consumer Protection Review Panel ("the Panel") following its review of selected consumer protection and fair-trading issues in Singapore.

WHO ARE INVOLVED?

The Panel was convened by the then Ministry of Trade and Industry, now known as Ministry of Energy, Trade and Industry (METI), on 15 March 2025 and carried out its review with secretariat support from the Consumers Association of Singapore (CASE).

The review occurs at a time of significant change in consumer behaviour, business models and industry practices. Digital commerce platforms, new payment formats and evolving methods of selling and buying have expanded consumer choice and convenience. They have also created new forms of consumer risk and increased the scale or complexity of longstanding concerns.

The Panel considered how Singapore's consumer protection and fair-trading framework could evolve to remain responsive to emerging risks and continue to support confidence in the marketplace.

The Panel's work had three broad objectives:

01 **Review key consumer protection and fair trading concerns,** taking into account public and industry feedback, as well as relevant international trends and practices.

02 **Develop recommendations for the Singapore Government** to address the issues identified, including, where appropriate, amendments to the Consumer Protection (Fair Trading) Act (CPFTA).

03 **Consider complementary measures beyond regulation,** including how consumer empowerment and education could be strengthened, and how industry-led and self-regulatory efforts could be enhanced to raise business standards and uphold a fair trading environment.

Four focus areas

In announcing the Panel's formation, Deputy Prime Minister Gan Kim Yong noted that it was timely for Singapore to undertake a more fundamental review of its consumer protection regime[1].

WHO IS ON THE PANEL?

The Consumer Protection Review Panel is co-chaired by CASE President Mr Melvin Yong and former Judicial Commissioner Ms Foo Tuat Yien.

The Panel comprises members with experience in academia, legal practice, business and industry, consumer affairs and youth engagement. It formed sub-committees to examine each focus area in detail. The composition of the Panel and its sub-committees, is set out in **Annex A.**

While METI, the Competition and Consumer Commission of Singapore (CCS), other relevant government agencies and CASE continue to review and consider medium- and longer-term reforms, the Panel's work contributes to this broader effort by identifying measures to address selected concerns in the nearer term, while highlighting evolving areas of concern in e-commerce.

The Panel's review focused on **four areas.** This review is not exhaustive of Singapore's consumer protection regime. These four areas were selected because changes in market practices, consumer experiences or available avenues for redress raised concerns on the adequacy of existing protections.

1 ENSURING THAT CONSUMER PROTECTION FRAMEWORKS REMAIN RELEVANT IN THE E-COMMERCE ERA

2 ADDRESSING PREPAYMENT LOSSES AND PRESSURE SALES PRACTICES

3 STRENGTHENING CONSUMER PROTECTION IN RELATION TO TICKETING FOR ENTERTAINMENT EVENTS

4 IMPROVING CONSUMERS' ACCESS TO EFFECTIVE RECOURSE

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How did we do it?

OUR ENGAGEMENT

>8,000 consumers

~250 business and industry representatives

Stakeholder engagement formed an important part of the Panel's review. The Panel sought feedback from consumers, businesses, trade and professional associations, digital platforms, influencers, ticketing operators, legal professionals and CASE mediators. The Panel obtained feedback from more than 8,000 consumers and close to 250 business and industry representatives through surveys, consultations and qualitative engagements.

The Panel also adopted a multi-source approach to its review. It examined Singapore's existing consumer protection and fair-trading framework, relevant market and complaint trends, consumer and industry experiences, and approaches adopted in other jurisdictions. It considered the practical, commercial and compliance implications of possible reforms.

THE PANEL TOOK INTO ACCOUNT:

- consultations with businesses, trade and professional associations and other stakeholders;
- feedback from CASE mediators and legal professionals;
- relevant consumer complaint data and case studies
- consumer surveys;
- focus group discussions and in-depth interviews;
- local research and studies; and
- international developments and comparative approaches.

HOW THE EVIDENCE WAS CONSIDERED

Survey findings were considered alongside their methodology and limitations; consultations and interviews were used to understand participants' experiences and views; complaint data helped to indicate the scale and pattern of reported consumer concerns; and case studies illustrate how consumer detriment arose in practice. International approaches were considered for the lessons they might offer Singapore.

COMMISSIONED STUDY

The Panel, through the Secretariat, commissioned a multi-stakeholder study[2] between 16 March 2026 and 8 April 2026. The study comprised:

5,522

A consumer survey of 5,522 respondents from a range of demographic and socioeconomic backgrounds, as detailed in **Annex B**;

24

Three consumer focus group discussions (FGDs) with 24 participants across the 18–34, 35–54 and 55-and-above age groups;

9

One focus group with nine CASE mediators; and

26

Three industry focus groups with 26 participants from the interior design and renovation, fitness and beauty sectors;

12

One focus group with 12 influencers;

4

Four in-depth interviews (IDIs) with members of the Law Society of Singapore.

PUBLIC OUTREACH

Consumers and members of the public were also engaged through a series of outreach and consultation activities between 25 September 2025 and 21 April 2026. These included:

~100

An industry focus group with approximately 100 legal professionals in collaboration with the Law Society of Singapore;

>300

The Small Claims Tribunals Open House, which engaged more than 300 participants;

38

A Friendzone youth FGD involving 38 youths;

~2,100

The Price Kaki Fiesta Roadshow, which engaged approximately 2,100 members of the public through an interactive booth and polling activity on key consumer protection issues.

Taken together, these engagements enabled the Panel to consider both consumer and industry perspectives. Consumer research examined behaviour, experiences and perceptions across the review areas, while consultations with businesses and other stakeholders provided insight into the commercial, operational and compliance realities of the sectors studied, as well as the practical implications of possible reforms.

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How should I read this report?

STRUCTURE OF EACH CHAPTER

This report forms part of a broader effort to keep Singapore's consumer protection regime relevant and effective as markets evolve. The focus is on the specific issues under the "Four Focus Areas". The report touches generally on evolving developments that impact especially e-commerce.

01

THE ISSUE

02

THE FINDINGS

03

THE CURRENT FRAMEWORK

04

RECOMMENDATIONS MOVING FORWARD

MOVING THROUGH THE CHAPTER

Each chapter explains the issue, the findings, the current framework and the recommendations moving forward, taking into account expected benefits, limitations and trade-offs, design and implementation requirements, and areas requiring further examination.

CHAPTER 01

The Evolving Consumer Landscape



CASE and Economic Society of Singapore Young Professionals (ESS-EYP) panel discussion

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How is the consumer landscape evolving?

2018

CPFTA AND COMPETITION ACT AMENDED

2025

CCS TAKES OVER CONSUMER PROTECTION FUNCTIONS FROM ENTERPRISE SINGAPORE

Singapore's consumer economy has changed markedly since 2018, when the Consumer Protection (Fair Trading) Act (CPFTA) and the Competition Act were amended[3]. The Competition Act was amended again in 2025[4] to enable CCS to take over the consumer protection functions under the CPFTA from Enterprise Singapore.

EVERYDAY DIGITAL COMMERCE

E-commerce and digital payments have become embedded in everyday life, a shift accelerated by the COVID-19 pandemic. Consumers now move easily between physical and digital channels and increasingly shop overseas.

TECHNOLOGY, CHOICE AND RISK

Technological changes, including advances in artificial intelligence (AI), have brought consumers greater choice, customisation and convenience through e-commerce. However, they have also given rise to new forms of risk and more complex transactions, with responsibility increasingly fragmented across multiple parties, particularly where platforms are based overseas.

EXPERIENCE-LED CONSUMPTION

Consumer lifestyles and tastes have changed. There is a growing premium on shopping experiences that offer novelty. Spending is increasingly directed towards services, subscriptions and experiences such as travel, dining and live entertainment.

Businesses, in turn, are adjusting how they reach consumers and compete for attention. Department stores and under-one-roof shops have closed, down-sized or reinvented themselves. A café by day transforms by night into a pop-up bar.

A traditional retail store may introduce pop-up spaces featuring rotating brands and limited-edition products, giving consumers new reasons to visit while helping smaller businesses reach a wider audience.

The Panel's review considered four broad shifts in consumer behaviour and market practices that are reshaping Singapore's consumer landscape and giving rise to new consumer protection challenges. These are discussed in the following sub-sections.

A highly connected, digitally dependent consumer

99%

Of residents households with internet access

97%

Of residents own smartphones

92%

Of consumers hava used a digital-payment method

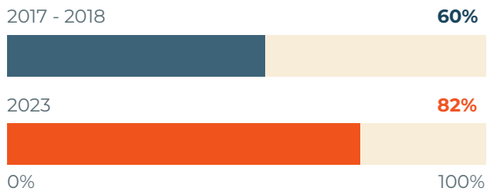
DIGITAL CONNECTIVITY

Singapore has achieved near-universal digital connectivity, while cashless transactions have become increasingly common. According to the Infocomm Media Development Authority (IMDA), 99 per cent of residents households have internet access and 97 per cent of residents own smartphones[5].

Digital-payment adoption has kept pace. PwC Singapore and the Singapore FinTech Association reported that 92 per cent of consumers had used at least one digital-payment method[6], including contactless cards, mobile wallets, FAST transfers, SGQR payments and PayNow — Singapore's national instant-payment service, which allows individuals and businesses to transfer funds using identifiers such as a mobile number or business registration number, rather than bank-account details.

Digital payments have also changed when and how consumers pay. A purchase need no longer involve a single payment at the point of sale: consumers may place deposits, authorise recurring payments or defer payment through instalment arrangements and "Buy Now, Pay Later" plans. While these options can offer flexibility, they may also make the full financial commitment less immediately apparent and increase exposure where payment precedes delivery or where delivery precedes payment.

HOUSEHOLDS SHOPPING ONLINE



ONLINE SPENDING AND GROWTH

Online shopping has followed a similar trajectory: 82 per cent of Singapore households made online purchases in 2023, compared with 60 per cent in 2017-2018[7]. Market forecasts estimate that e-commerce will continue to expand at an annual growth rate of 8 per cent through 2030[8].

For consumers, the result is a market that is easier to access but harder to navigate or understand. Convenience may come with greater exposure to misinformation, fraud or uncertainty over who is responsible when a transaction involves intermediaries.

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Cross-border transactions in everyday spending

87% Shop on international e-commerce platforms

69% Do so at least once a month

62% Of Singapore's cross-border shopping originates from Mainland China

WHERE ARE SHOPPERS SPENDING?

Cross-border shopping is now commonplace for Singapore consumers. An industry report found that 87% of Singapore shoppers typically purchase from international eCommerce platforms like Amazon, Lazada, Shopee and Taobao, while 69% do so at least once a month[9]. Mainland China is also the leading origin market for Singapore's cross-border online shopping, at 62%[10].

OVERSEAS TRANSACTIONS

An overseas merchant may now advertise directly to Singapore consumers, price its goods in Singapore dollars and arrange local delivery, without the overseas nature of the transaction becoming immediately obvious to a consumer.

OVERSEAS MERCHANT → PRICED IN SGD → LOCAL DELIVERY

OUTBOUND TRAVEL SPENDING

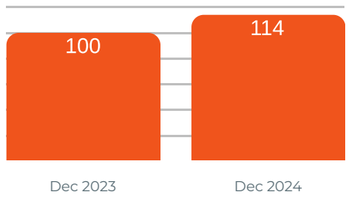
A strong Singapore dollar and comparatively high domestic costs make overseas shopping and travel more attractive to Singapore residents.

Outbound travel spending by Singapore residents reached record levels in December 2024 and January 2025, according to Visa data[11].

YEAR-ON-YEAR GROWTH IN RETAIL SPENDING

December 2023 to December 2024

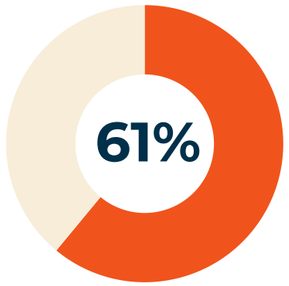
+14%



Index: December 2023 = 100

WHERE TRAVEL SPENDING WENT

December 2024



- **Shopping and dining**
- 39% other travel spending

ACROSS THE CAUSEWAY

Travel across the land border with Malaysia has also reached record highs[12] and business groups have estimated that spending by Singapore residents in Johor Bahru could rise from S$1.69 billion annually by a further S$1.05 billion after the Johor Bahru–Singapore Rapid Transit System Link begins operations[13].

S$1.69BN Annual spending estimate

+ S$1.05BN Potential additional annual spending

CROSS-BORDER COLLABORATIONS

Firms operating in Singapore compete with foreign businesses with their integrated supply chains and sell to overseas customers digitally and in-person. Association of Small and Medium Enterprises (ASME) President Ang Yuit has called for Singapore's small and medium enterprises to "cross the seas" to seek overseas growth, see ASEAN as a market and build partnerships that connect them to wider supply chains globally[14]. Better resourced and performing firms are better able to serve consumer needs.

ASEAN'S DIGITAL INTEGRATION

Greater regional integration can widen choice and lower barriers to trade, but complicate consumer protection. A growing share of everyday transactions now sits outside the face-to-face, single-jurisdiction context around which much of Singapore's existing consumer-protection framework was designed.



Discussion with Malaysia's Ministry of Domestic Trade and Cost of Living (KPDN), 30 October 2025.

At the regional level, ASEAN's Digital Economy Framework Agreement (DEFA), slated for signing at the 49th ASEAN meeting in Nov 2026, similarly reflects efforts to deepen integration of the region's digital economy[15].

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Omnichannel and social commerce

FOR MANY CONSUMERS, THE PURCHASING JOURNEY NO LONGER TAKES PLACE ON A SINGLE CHANNELS.



Shopee Lazada TikTok Shop

Businesses follow consumers across these channels, as an active presence across e-commerce and social-media channels is now a commercial necessity.

Social media platforms and marketplaces such as Shopee, Lazada and TikTok Shop have supported the growth of personalised recommendations, social commerce and livestream selling.

THE IMMEDIACY OF THESE CHANNEL IS PART OF THEIR APPEAL

- Limited-time offers
- Countdowns
- Low-stock claims
- Influencer endorsements

Can shorten the path from discovery to purchase

HOWEVER, WHEN DEPLOYED WITHOUT ADEQUATE SAFEGUARDS, THE SAME FEATURES MAY CONTRIBUTE TO

PRESSURE SELLING

MISLEADING CONDUCT

The rise of experience-led consumption

CONSUMERS ARE SPENDING MORE ON SERVICES AND EXPERIENCES

This includes dining, travel, entertainment and live events. Singapore's tourism strategy has also reinforced this. Under Tourism 2040, the Singapore Tourism Board has committed a further S$740 million over five years[16] to strengthen the country's position as a destination for high-value leisure and business travel, including major concerts, sporting events and international conferences.

S$740 million
Further funding over five years

COLDPLAY — **6 sold-out concerts** — Coldplay · January 2024

TAYLOR SWIFT THE ERAS TOUR — **>300,000** — ticketholders · March 2024

GAGA — **~193,000** — Lady Gaga tickets · May 2025

BTS — **4 concerts** — Scheduled · December 2026

F1 — **Annual** — Formula 1 Singapore Grand Prix

Recent examples include six sold-out Coldplay concerts[17] at the National Stadium in January 2024, six Taylor Swift concerts in March 2024 attended by more than 300,000 ticketholders[18], and four Lady Gaga concerts in May 2025, which sold about 193,000 tickets[19].

Private-sector estimates cited by the Monetary Authority of Singapore suggested that the Coldplay and Taylor Swift concerts could together have generated up to S$450 million in tourism receipts[20], while analysts estimated that Lady Gaga's concerts contributed S$100 million to S$150 million in tourism revenue[21]. Singapore is also scheduled to host four BTS concerts in December 2026[22], and the annual Formula 1 Singapore Grand Prix, further reinforcing its role as a regional destination for large-scale entertainment events.

Tickets may be sold under intense time pressure, paid for months in advance and resold through unauthorised intermediaries or resale channels. Consumers who purchase counterfeit tickets or tickets that have been sold to multiple buyers may only discover the problem when they are denied entry at the event venue.

Up to S$450 million
Coldplay + Taylor Swift
Estimated tourism receipts

S$100–150 million
Lady Gaga ·
Estimated tourism revenue

CONCERT TICKETS: TOP ITEM INVOLVED IN E-COMMERCE SCAMS IN 2024

11,665
e-commerce scam cases in 2024

S$17.5 million
lost to all e-commerce scams



22.4% of e-commerce scam cases in 2024 were concert-ticket scams

These risks became especially visible in 2024, when the Singapore Police Force identified concert tickets as the top item involved in e-commerce scams[23]. E-commerce scams were the most commonly reported scam type that year, with 11,665 cases and at least S$17.5 million in losses, out of which 22.4% were concert-ticket scams[24]. In March 2024, it was reported that at least 1,241 victims had lost at least S$571,000[25] to concert-ticket scams, with the majority linked to Taylor Swift's The Eras Tour.

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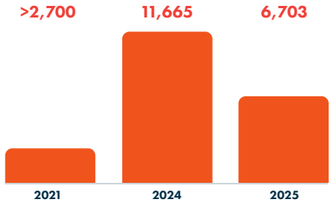
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Implications for consumer protection

E-COMMERCE SCAM CASES

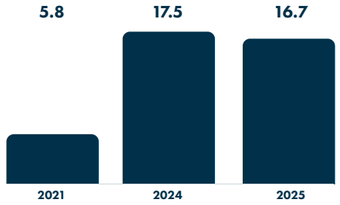
from Singapore Police Force



2021: more than 2,700; bar shows the stated lower bound.

LOSSES FROM E-COMMERCE SCAMS

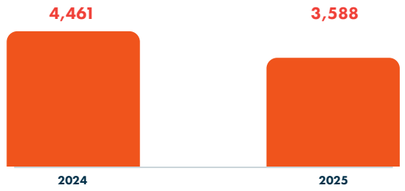
in S$ million



Losses are approximate

E-COMMERCE COMPLAINTS TO CASE

Number of complaints received



2024 was a record high

Singapore Police Force data points to a similar rise in digital risk. E-commerce scam cases increased from more than 2,700 in 2021, involving about S$5.8 million in losses, to 11,665 cases and S$17.5 million in losses in 2024[26]. Cases fell to 6,703 in 2025, although reported losses remained high at about S$16.7 million. Separately, consumer complaints received by CASE relating to e-commerce reached a record 4,461 in 2024, before falling to 3,588 in 2025[27]. This suggests that, beyond scams, consumers continue to encounter broader consumer protection issues in e-commerce, such as defective goods, misleading and false claims and refund issues.

E-COMMERCE SCAMS AND UNFAIR TRADING PRACTICES ARE LEGALLY DISTINCT AND ADDRESSED THROUGH DIFFERENT FRAMEWORKS.

SCAMS

Scams involve criminal conduct investigated by the Singapore Police Force (SPF), with effective enforcement helping to protect both consumers and legitimate businesses.

UNFAIR TRADING PRACTICES

Unfair trading practices, on the other hand, involve conduct by businesses that misleads, deceives or otherwise treats consumers unfairly. These practices fall within Singapore's consumer protection framework, which is the focus of this review.



Against this backdrop, the Panel examined four areas of consumer protection where evolving market practices and consumer risks warrant closer attention: the relevance of consumer protection frameworks in the e-commerce era; prepayment losses and pressure sales tactics; consumer vulnerabilities in entertainment events; and access to recourse. These are discussed in detail in Chapter 4.

CHAPTER 02

Singapore's Consumer Protection and Fair Trading Framework



Law Society engagement, 12 March 2026

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FAIR TRADING AND TRUST IN THE MARKETPLACE

"Consumer Protection" is defined in the Competition Act to include amongst other things: promoting fair trading practices among suppliers and consumers and enabling consumers to make informed decisions about consumer transactions in Singapore; and preventing suppliers in Singapore from engaging in unfair practices in relation to consumer transactions.

Promoting fair trading practices

Preventing unfair practices

This is consistent with CASE's commitment on "Working with Retailers" on its website:

"We understand that consumers and businesses have a mutually dependent relationship. As such, we work with businesses and their trade captains to promote ethical and good business practices."

FAIR DEALING AND CONSUMER DISCERNMENT

The twin emphasis on promotion of "fair trading practices among suppliers" and "preventing suppliers in Singapore from engaging in unfair practices" means that businesses remain responsible for trading fairly, while consumers should exercise discernment and reasonable care.

A discerning consumer is one, who understands fair trading, will seek out relevant information and weigh options before choosing what and how to buy. Such consumer is likely to be one, who is aware and appreciates the cost and other pressures faced by businesses and the rationale for certain business practices, such as prepayments.

Singapore's approach is broadly consistent with regional thinking. The ASEAN Committee on Consumer Protection has recognised that effective consumer protection depends on informed consumers, accessible redress and credible enforcement[28].

A balanced approach for an open economy

AN OPEN-MARKET APPROACH

Singapore's consumer protection approach recognises that most businesses act legitimately and have a strong interest in maintaining consumer trust. It is centred on fair trading, access to information, informed consumer choice and effective redress. Businesses generally resolve legitimate consumer concerns without regulatory or other intervention.

This is a balanced open-market approach that is combined with consumer education. Consumers and businesses are generally free to decide whether, and on what terms, they wish to transact. The consumer protection framework seeks to ensure that information is provided, those choices are made fairly and that appropriate remedies are available when they are not.

Fair trading

Access to information

Informed consumer choice

Effective redress

Where unfair practices persist or suppliers fail to address consumer harm, enforcement, that is proportionate, may be necessary. **Enforcement is not a default response.**

RESPONSIBILITIES IN AN OPEN ECONOMY

The principle of caveat emptor, or "buyer beware" does not displace suppliers' duties to avoid unfair practices, including where information or conduct asymmetries affect informed choice. Businesses cannot rely on caveat emptor if, for example, they actively conceal defects, lie or make fraudulent pre-contract statements. Businesses must provide clear and accurate information, disclose material terms and avoid conduct that undermines genuine consent. Consumers are expected to exercise care and understand what they are purchasing. The framework therefore balances consumer responsibility with an expectation of fair dealing.

That balance is particularly important in a small, open and highly digital economy. Singapore businesses compete directly with overseas suppliers, including some beyond the practical reach of local regulation. Consumer protection measures must therefore be effective without placing responsible local businesses at a structural or competitive disadvantage.

In considering if further consumer protection is needed, the Panel, when considering a recommendation, focused not only on the proposed measure, but also whether it is proportionate, workable and likely to improve outcomes in practice.

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The three pillars of consumer protection

IN 2018, THE GOVERNMENT DESCRIBED SINGAPORE'S CONSUMER PROTECTION FRAMEWORK AS RESTING ON THREE MUTUALLY REINFORCING PILLARS[29]:

1 CONSUMER EDUCATION

2 LEGAL REDRESS

3 ENFORCEMENT



Each pillar serves a different purpose. Consumer education helps prevent harm by equipping consumers with the information, knowledge and confidence to assess transactions and make informed decisions. Legal redress provides avenues for consumers to resolve disputes when transactions go wrong, including through mediation and court proceedings. Enforcement, in this context, is undertaken by public authorities such as the CCS to address conduct that is repeated, serious or likely to cause wider consumer harm.

Taken together, the three pillars reflect Singapore's graduated approach to consumer protection. The emphasis is on preventing harm through consumer education and promoting fair trading practices, followed by accessible avenues for dispute resolution, including negotiation, mediation and proceedings before the Small Claims Tribunals. Where necessary, targeted enforcement action through the courts provides a further safeguard against businesses that persist in unfair practices.

PREVENTING HARM

Consumer education is an important part of the system because preventing harm is more effective than seeking redress after it occurs. Consumers should be able to understand their rights, assess the terms of a transaction and recognise common risks.

A GENUINE CHOICE

The focus is on whether consumers had a fair opportunity to understand the transaction and make a genuine choice. This applies throughout the consumer journey — not just at the point of sale — from advertising and sales practices before purchase to contractual terms, fulfilment and complaint handling afterwards.

PRACTICAL GUIDANCE

Public agencies and CASE support this through advisories, campaigns and guidance. Effective education should go beyond warning against scams. It should also help consumers understand ordinary commercial practices and when those practices may become unfair.

Key institutions in Singapore's consumer protection framework

THE CONSUMER PROTECTION (FAIR TRADING) ACT (CPFTA), THE SMALL CLAIMS TRIBUNALS (SCT), CASE AND CCS

The CPFTA is an Act to protect consumers against unfair practices. Most disputes relating to an unfair practice are resolved by the parties (consumer and business) through negotiation or mediation or through the filing of a civil claim, usually in the Small Claims Tribunals (SCT). CASE assists consumers in this process. Separately, CCS may investigate and take enforcement action against persistent or serious conduct.

CASE

Consumer assistance and dispute resolution

CCS

Investigation and enforcement

CASE and CCS are at the centre of Singapore's general consumer protection system. They complement and form an important continuum within the consumer protection ecosystem.

CASE: FIRST RESPONDER FOR CONSUMER ASSISTANCE, REDRESS AND STEWARDSHIP OF CONSUMER GRIEVANCES

FRONTLINE CONSUMER ASSISTANCE

Established in 1971[30], CASE is a non-profit, non-governmental body that has long been a consumer advocate. As a frontline organisation, CASE helps consumers navigate disputes with businesses by providing advice on dispute resolution options, assisting with information and negotiating with businesses on their behalf.

When negotiation fails, parties may choose to use CASE's mediation service. Where a case is filed with the SCT involving a vulnerable consumer, a CASE officer may be permitted to assist the consumer in the SCT proceedings.

WORKING WITH BUSINESSES

At a business level, where a business has engaged or is likely to engage in a pattern of unfair practice, CASE may intervene by inviting the business to enter into a voluntary compliance agreement (VCA).

Under such an agreement, the business undertakes not to engage in the unfair practice and may, where relevant, agree to compensate affected consumers, reimburse costs or expenses, and publicise the agreement.

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CASE'S BROADER ROLE IN THE MARKETPLACE

Beyond assisting consumers with individual disputes, CASE also plays a broader role in promoting fair trading and strengthening consumer confidence in the marketplace. This includes consumer education, market information, industry engagement, accreditation, standards development and policy advocacy.

1976

ASAS

CASE has a longstanding role in promoting responsible advertising practices through the Advertising Standards Authority of Singapore (ASAS), which was established in 1976 as an advisory council under CASE.

1999

CASETRUST

CaseTrust, an accreditation scheme for businesses established in 1999, encourages businesses to adopt fair and responsible trading practices and provides consumers with greater assurance when dealing with accredited businesses.

2019

PRICE KAKI

Price Kaki, launched in 2019, empowers consumers to make more informed purchasing decisions by enabling them to compare prices of everyday essentials, groceries and hawker food.

PRICE TRANSPARENCY

CASE has also supported initiatives to improve price transparency. These include the adoption of unit pricing by supermarkets and suppliers, which allows consumers to compare the prices of similar products sold in different quantities. CASE has further worked with food operators, including Koufu[31] and HJH Maimunah[32], to pilot colour-coded price labels for cooked-food items, making it easier for consumers to understand the cost of their meals before purchasing them.

Together, these initiatives seek to improve the conditions in which consumers make purchasing decisions and businesses operate, complementing CASE's role in assisting consumers when disputes arise.

CASE's frontline position also gives it valuable insights into consumer experiences and developments in the marketplace. Individual complaints, enquiries and engagement with businesses can reveal recurring patterns, changing business practices and emerging areas of consumer detriment. CASE is well placed to translate these insights into consumer advisories, business engagement, standards, policy proposals and, where appropriate, referrals for regulatory action.

CCS: REGULATORY OVERSIGHT, INVESTIGATION AND ENFORCEMENT OF CONSUMER PROTECTION MATTERS

2005

Established as Singapore's statutory authority for competition

2018

Takes over the added function of administering and enforcing the CPFTA

2025

Takes over consumer product safety and legal metrology

CCS was first established in 2005 as Singapore's statutory authority for competition to maintain and enhance efficient market conduct and promote overall productivity, innovation and competitiveness of markets in Singapore. On 9 April 2018, CCS assumed the added function of administering and enforcing the CPFTA from Enterprise Singapore[33]. It is also responsible for consumer product safety and legal metrology since 1 July 2025[34]. CCS's consumer protection role is centred on regulatory oversight, investigation and enforcement.

INVESTIGATION AND COURT ACTION

CCS may investigate and take enforcement action against egregious or systemic unfair practices. For instance, where a business continues or persists in an unfair practice and refuses to enter into a voluntary compliance agreement, CASE may refer the matter to CCS for enforcement action. CCS may seek a declaration that the practice is an unfair practice and an injunction to restrain the business from continuing the unfair practice. There may be accompanying orders for the business to publicise the court order and notify prospective customers.

Failure by a business to comply with a court order may lead to contempt of court proceedings. Recourse to the court is required as CCS does not have power, under the CPFTA to impose financial penalties or order compensation for affected consumers.

TARGETED AND GRADUATED ENFORCEMENT

The CPFTA enforcement framework is therefore targeted and graduated. It allows enforcement to be matched to the seriousness and persistence of the conduct. Most disputes are resolved through negotiation, mediation or civil claims. Voluntary compliance agreements between CASE and businesses are reserved for cases where the conduct presents a wider risk to consumers and voluntary compliance has not been successful. As the national consumer protection regulator, CCS enforces against egregious or systemic unfair practices.

CASE referral → **CCS investigation** → **Court action**

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CCS'S ROLE IN REGULATING MARKET COMPETITION

Beyond its enforcement responsibilities under the CPFTA, CCS regulates market competition under the Competition Act. Competition and consumer protection policies are complementary. They address the macro inter-related issues of market integrity and consumer welfare. When markets (businesses) are competitive and not distorted by anti-competitive conduct or agreements, such as price-fixing, consumers benefit as there are more choices and price offering selections. The CPFTA serves to ensure that individual buyers at the daily micro operational level are not subject to unfair trading practices, including misleading claims.

MARKET INTELLIGENCE AND GUIDANCE

CCS, as part of its competition and consumer protection role, undertakes market studies, develops guidance and compliance resources and advises Government, public agencies and consumer protection organisations on competition matters and consumer protection.

FY2026–30

CCS is further developing its capabilities in response to changing markets. Its FY2026–30 strategic framework[35] identifies the need for more agile processes and a stronger enforcement toolkit for digital markets, supported by multidisciplinary capabilities including AI, behavioural science and digital forensics. This reflects the increasing complexity of markets and the need for regulatory approaches that can keep pace with evolving business models and consumer behaviour.



AI



Behavioural science



Digital forensics

CASE'S PROPOSAL

The need for a more responsive enforcement framework has also been raised by CASE, which has advocated for CCS to be given administrative enforcement powers under the CPFTA, alongside its existing investigative and court-based enforcement powers.

Such powers could enable CCS to take more timely action against persistent unfair practices without necessarily requiring court proceedings in every case.

A complementary consumer protection ecosystem

CASE AND CCS THEREFORE PERFORM DISTINCT BUT MUTUALLY REINFORCING ROLES WITHIN SINGAPORE'S CONSUMER PROTECTION FRAMEWORK.

CASE provides frontline consumer assistance, facilitates dispute resolution, engages businesses and promotes fair trading practices. CCS provides regulatory oversight, investigates unfair practices and undertakes enforcement action where warranted. Together, they support a graduated approach to consumer protection, from resolving individual complaints and encouraging voluntary compliance to addressing serious or persistent unfair practices through regulatory intervention.

The case study provided in Annex C illustrates how these complementary roles operate in practice. It demonstrates the value of having different tools available at different points in the consumer protection continuum. Not every complaint requires regulatory intervention, while some unfair practices require more than individual dispute resolution. The ecosystem therefore needs both accessible frontline mechanisms and credible regulatory powers.

Taken together, CASE and CCS contribute different but mutually reinforcing capabilities:

CAPABILITY	CASE	CCS
Consumer assistance and redress	Consumer-facing assistance and advice; negotiation and mediation; assistance with access to redress, including SCT support	—
Business engagement and enforcement	Business engagement and voluntary compliance	Regulatory oversight; investigation; enforcement under the CPFTA; court applications and enforcement of court orders
Consumer empowerment and market safeguards	Consumer education and advisories; Price Kaki; CaseTrust; accreditation and industry standards; ASAS and advertising self-regulation	Market studies and regulatory guidance; consumer product safety and legal metrology
Policy and market development	Policy advocacy and standards development	Competition and market regulation

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The role of sector-specific regulators

CONSUMER PROTECTION IS ALSO SUPPORTED BY SECTOR-SPECIFIC REGULATORS WITH SPECIALISED RESPONSIBILITIES.

These regulators address matters that require particular technical expertise, licensing oversight or industry-specific standards, including product safety and professional conduct.

HEALTH PRODUCTS AND REGULATION

The Health Sciences Authority regulates health products, services, information, research and professionals.

FINANCIAL SERVICES AND PRODUCTS

The Monetary Authority of Singapore regulates financial services and products.

FOOD SAFETY

The Singapore Food Agency is responsible for food safety.

OTHER REGULATORS OVERSEE AREAS SUCH AS TELECOMMUNICATIONS, ENERGY, TRANSPORT, PROPERTY AND PERSONAL DATA.

- **Telecommunications**
- **Energy**
- **Transport**
- **Property**
- **Personal data**

CHAPTER 03

Ensuring Consumer Protection Frameworks Remain Relevant in the E-commerce Era



Price Kaki Roadshow,
28 February 2026

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The changing e-commerce landscape

A FRAGMENTED PURCHASING JOURNEY

Consumers today increasingly shop through digital marketplaces that bring together large numbers of third-party merchants, while social-media platforms have developed commercial functions alongside their original communications and entertainment services.

This has made the purchasing journey more fragmented. A platform may determine how a product is displayed and discovered, while the sale is fulfilled by a third-party seller. Influencers may shape purchasing decisions without being party to the transaction, and payment or delivery may be handled by yet another provider.



VISIBLE TRUST SIGNALS?

Social commerce has blurred the distinction between advertising, entertainment and retail further. Consumers may move from viewing content to making a purchase within the same digital environment, without always knowing whether the content is independent, sponsored or otherwise commercially influenced. As these distinctions become harder to navigate, consumers increasingly rely on visible trust signals to assess whether a seller or transaction appears credible.

Strengthening upstream safeguards

THE NEXT PHASE OF CONSUMER PROTECTION WILL REQUIRE THE ECOSYSTEM TO BECOME INCREASINGLY CONNECTED AND RESPONSIVE.

Consumer harm is increasingly shaped by digital platforms, complex business models and rapidly changing technologies, where problems may emerge and spread before they become visible through traditional complaint channels.

BROADEN THE EVIDENCE BASE

Emerging risks such as AI-generated content, dark patterns, influencer marketing, cross-border commerce and algorithmically mediated transactions may create harm that is more diffuse, harder to detect and more difficult to attribute to a single supplier. Complaints and disputes will remain an important source of insights into how consumers experience the marketplace. However, by their nature, complaints capture only consumers who recognise a problem and come forward. A more complete picture of consumer risk will therefore require the ecosystem to combine complaints and other data with surveys, behavioural research, industry engagement, mystery shopping, digital monitoring and other sources of information.

LINK EXPERIENCE TO ACTION

This creates an opportunity to strengthen the connection between consumer experience and regulatory action. CASE's proximity to consumers and businesses helps identify recurring patterns, emerging concerns and gaps in existing safeguards, while CCS's regulatory, investigative and analytical capabilities help determine when broader market intervention may be warranted. Other regulators, industry bodies and international consumer protection networks are increasingly important where risks cut across sectors, regulatory mandates or national borders.

ENABLE EARLIER INTERVENTION

Looking ahead, the opportunity is therefore not simply to strengthen collaboration between CASE and CCS, **but to build a more connected consumer protection ecosystem in which information can flow more effectively** from consumer feedback and complaints to early warning, proportionate interventions and consumer empowerment. Central to this is the active engagement of consumers, whose experiences, feedback and participation should help shape a more responsive consumer protection framework.

COORDINATE ACROSS AGENCIES

Effective consumer protection therefore depends on **clear referral routes, information sharing and coordination across agencies.** This is particularly important where responsibilities overlap or where a new business model falls between established regulatory boundaries.

ANTICIPATE RISKS UPSTREAM

The longer-term objective continues to be to move progressively from responding to harm after it occurs towards **anticipating risks, strengthening safeguards upstream and embedding fair trading in business practices,** helping to maintain a marketplace that is not only competitive, but also fair, trusted and resilient as consumer risks evolve.

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Singapore's approach to developing e-commerce safeguards

A COLLABORATIVE APPROACH ACROSS STAKEHOLDERS

Singapore has adopted a collaborative approach to addressing existing and emerging e-commerce issues, bringing together government agencies, e-commerce platforms, online businesses and consumer protection bodies to share information, understand market developments and develop appropriate safeguards. This approach seeks to balance the needs of businesses and consumers while promoting fair trading, protecting consumers and preserving competition in the online marketplace[36].

Government agencies | E-commerce platforms | Online businesses | Consumer protection bodies

An important part of this approach has been the development of voluntary industry standards through consultation and consensus-building. These standards — issued and reviewed periodically by Enterprise Singapore — provide guidance on good business practices and mechanisms to support safe and fair online transactions. Among the organisations involved in these efforts, three are particularly relevant to this report: the Ministry of Home Affairs (MHA), CASE and CCS.

While the CPFTA provides broad legal prohibitions against unfair practices online and offline, the **2025 revision of Technical Reference 76 (TR76:2025)** provides an operational blueprint and guiding principles for key activities in online transactions, mechanisms to ensure authenticity and reasonableness of transactions and processes to meet the needs of online marketplaces and their players, while also protecting consumers. The standard creates a clear benchmark for fair interface design across all three stages of the consumer purchasing journey, from pre-purchase, discovery, to checkout and post-purchase merchant accountability.

FAIR INTERFACE DESIGN ACROSS THE PURCHASING JOURNEY

Pre-purchase, discovery → Checkout → Post-purchase merchant accountability

THE DEVELOPMENT OF THESE SAFEGUARDS HAS TAKEN PLACE PROGRESSIVELY, WITH KEY CHANGES HIGHLIGHTED BELOW FOR CONTEXT:

21 June 2020

The first edition of TR76 was published on 21 June 2020. It provided guidance on pre-purchase, purchase and post-purchase activities, including customer support, complaints handling, dispute resolution, seller verification and channels for customers to provide feedback and ratings on merchants.

26 November 2021

On 26 November 2021, CASE launched its Standard Dispute Management Framework for E-Marketplaces and signed a Memorandum of Understanding (MOU) with Lazada Singapore as its first adopter. The framework introduced measures covering merchant verification, dispute resolution and consumer protection safeguards. This initiative was particularly relevant given the voluntary nature of technical standards and the absence, at that time, of the subsequent regulatory framework under the Online Criminal Harms Act. The framework is also referenced in TR76 under its guidance on dispute resolution in paragraph 7.5.2.

14 May 2022

On 14 May 2022, MHA introduced the E-Commerce Marketplace Transaction Safety Ratings (TSR), which assessed major e-commerce marketplaces against anti-scam safeguards, including seller identity verification, the detection of suspicious activity and transaction security[37].

27 April 2023

On 27 April 2023, CASE signed a second MOU with Shopee Singapore to adopt its Standard Dispute Management Framework for E-Marketplaces, including measures on seller verification, dispute resolution and consumer protection.

1 February 2024

On 1 February 2024, the first phase of the Online Criminal Harms Act (OCHA) came into effect, introducing powers to address online activities of a criminal nature.

24 June 2024

On 24 June 2024, the remaining provisions of OCHA relating to Codes of Practice and implementation directives came into force.

26 June 2024

On 26 June 2024, two Codes of Practice, covering Online Communication Services and E-Commerce Services, subsequently took effect. These imposed requirements on designated online services to implement safeguards against scams and malicious cyber activities, including measures relating to user verification and transaction security.

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2025–2026: STRENGTHENING SAFEGUARDS AND MONITORING OUTCOMES

26 September **2025**

On 26 September 2025, TR76:2025 was issued, strengthening the existing guidance and introducing additional provisions relating to competition. The revision reflected the need for e-commerce standards to keep pace with evolving business practices and emerging consumer risks.

17 August **2026**

On 17 August 2026, the Singapore Police Force issued three new or revised Codes of Practice under OCHA, covering Online Messaging and Conferencing Services, Social Media Services and E-Commerce Services. These introduced more specific requirements for designated platforms to address scam risks, including stronger account security, verification and safeguards relating to online advertisements.

The revised Codes reflect a more service-specific and proactive approach to managing online risks, with clearer expectations concerning safeguards, reporting processes and operational measures[38]. They build on the existing regulatory framework and strengthen the responsibilities of designated online services to prevent and disrupt scams.

24 August **2026**

On 24 August 2026, the TSR was replaced by the E-Commerce Scam Situation Report (ESSR). While the TSR had focused primarily on safeguards adopted by individual platforms, the ESSR provides a broader picture of scam risks and outcomes, including reported cases and losses[39]. It therefore provides consumers with information not only about the presence of safeguards, but also about the risks that remain in practice.

Taken together, these developments show that seller and account verification have become increasingly important features of Singapore's approach to online transaction safety. They form part of a wider set of safeguards intended to strengthen transaction security, improve platform accountability and protect consumers from online harms.

Voluntary standards, regulatory requirements and platform safeguards

Singapore's approach to e-commerce safeguards has therefore developed through two complementary mechanisms: voluntary industry standards established through consultation and consensus-building, and regulatory requirements imposed on designated online services.

TR76:2025

TR76:2025 provides industry guidance and establishes an early baseline for good practices across the e-commerce transaction journey. As a voluntary standard, it supports businesses in adopting safeguards that promote consumer trust and fair trading, while allowing industry practices to evolve in response to changing market conditions.

CODE OF PRACTICE UNDER OCHA

The Codes of Practice issued under OCHA serve a different function. They impose requirements on designated online services to adopt specific measures against scams and malicious cyber activities, providing a regulatory framework alongside voluntary industry standards.

PLATFORM TRUST AND SAFETY MEASURES

Platforms have also gone on to develop their own trust and safety measures. These include badges identifying official or authorised sellers, verified-purchase indicators, and stronger verification for higher-risk sellers or transactions **(Annex D).** Some platforms use facial-recognition checks, while consumer-to-consumer services may rely on mobile-number verification, Singpass-verified badges or dispute banners where transactions remain unresolved.



These measures differ across platforms but they demonstrate that verification and other trust signals are already an established part of the e-commerce environment.

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Limits of existing safeguards

AS THE MARKET CONTINUES TO EVOLVE...

New developments may place further pressure on existing assumptions about consumer consent, disclosure and accountability. The Panel considered, for instance, how agentic AI may increasingly search, compare and transact on consumers' behalf with limited real-time supervision, raising questions about what consumers have authorised and where responsibility lies when an automated transaction produces an unintended outcome. Hyper-personalised selling may also create different commercial environments for different consumers, making unfair treatment harder to identify or prove.

AGENTIC AI, ON CONSUMERS' BEHALF, CAN

Search

Compare

Transact

HYPER-PERSONALISED SELLING

Different commercial environments

Different consumers

In Singapore, the AI Markets Toolkit developed by CCS and IMDA already applies existing competition and fair-trading principles to AI developers and deployers[40]. Overseas regulators have also begun examining emerging practices such as surveillance pricing and the use of data to exploit consumer vulnerability[41].

These developments reinforce the need for safeguards that can continue to adapt as technology, platform practices and consumer behaviour change.

Alongside these safeguards, consumer awareness remains important. Access to reliable information, seller verification mechanisms and secure payment options can help consumers make informed decisions and better recognise potential risks, particularly when transactions are conducted outside established platform channels.

CHAPTER 04

Strengthening Consumer Protection in Singapore: The Panel's Recommendations



Singapore Business Federation (SBF) engagement, 21 April 2026

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FOUR FOCUS AREAS

This chapter sets out the Panel's recommendations to strengthen consumer protection and fair trading in Singapore across four focus areas: emerging practices in digital commerce; pressure selling and prepayment losses; consumer vulnerabilities in the resale of tickets for major entertainment events; and access to effective consumer recourse.

Emerging practices in digital commerce

Pressure selling and prepayment losses

Consumer vulnerabilities in the resale of tickets for major entertainment events

Access to effective consumer recourse

HOW WERE RECOMMENDATIONS DEVELOPED?

Each section examines the nature of the consumer protection concerns, drawing on consumer research, complaint data and stakeholder feedback to assess their impact. It then considers the adequacy of existing safeguards and enforcement mechanisms, together with relevant overseas approaches where these offer useful lessons for Singapore. Against this background, the Panel sets out its recommendations, including the proposed measures, their rationale and the practical considerations for implementation.

Consumer research + Complaint data + Stakeholder feedback + Existing safeguards + Enforcement mechanisms + Overseas approaches = Recommendations

The recommendations seek to address identified gaps through a combination of regulatory review, targeted safeguards, industry-led measures and improvements to consumer redress, while taking into account the legitimate interests and operational realities of businesses.

Promoting transparency and fair trading in digital commerce

OVERVIEW

Digital commerce has transformed how businesses reach consumers and influence purchasing decisions. Social media, influencer marketing and e-commerce platforms have created new opportunities for businesses to engage customers, personalise their offerings and facilitate transactions. At the same time, the increasing integration of advertising, content and commerce has made it more difficult for consumers to distinguish independent recommendations from commercial promotions and to recognise practices that may influence their decisions unfairly.

DISCLOSURE OF COMMERCIAL RELATIONSHIPS

Two areas warrant particular attention. The first concerns the disclosure of commercial relationships in influencer marketing. As promotional content becomes more closely embedded in personal stories, reviews and recommendations, consumers may not always be aware of the commercial interests behind the information presented to them.

DECEPTIVE OR MANIPULATIVE ONLINE DESIGN

The second concerns deceptive or manipulative online design practices, commonly described as "dark patterns", which may mislead consumers or influence their decisions through the way information, options and transaction processes are presented.



Photo of Mr Siraj Omar. Discussion on Digital Commerce, 24th June 2026.

Although these practices differ in form, both raise questions about transparency and consumers' ability to make informed purchasing decisions. The Panel therefore considered whether existing advertising standards, industry practices and consumer protection laws remain adequate, and how oversight and compliance could be strengthened without unduly restricting legitimate commercial activity.

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I. EMERGING CHALLENGES

~70%

Influenced by influencers or celebrities in their purchasing decision

Singaporean survey participants
Cube Asia study, 2023

Social media has changed how consumers discover products, receive recommendations and make purchasing decisions. Unlike traditional advertising, which is generally presented in recognisable commercial formats, promotional messages on social media are often embedded within personal content, reviews and recommendations. This can make it more difficult for consumers to distinguish independent opinions from advertorial content influenced by commercial relationships.

One increasingly prominent form of such advertising is influencer marketing, in which brands collaborate with social media personalities or influencers to promote their products or services. Influencers typically draw on their personal brand, perceived credibility and relationship with their followers to shape consumer perceptions and purchasing decisions. According to a 2023 study by Cube Asia, about 70 per cent of Singaporean survey participants[42] said that they were influenced by recommendations from influencers or celebrities in their purchasing decisions.

Advances in social media platforms and content-creation tools have also lowered barriers to entry, enabling more individuals to develop an online presence and build an audience around their interests, experiences or expertise A Straits Times article dated 6 October 2026 noted that some influencers see themselves as filling an information gap by sharing content on topics that interest them and may also appeal to others[43]. In doing so, they build a following and find satisfaction in connecting with like-minded individuals.

As their following grows, opportunities for commercial collaborations with brands may arise. Promotional content can consequently take the form of personal stories, product demonstrations, reviews or recommendations, making its commercial nature less immediately apparent where sponsorship or other commercial relationships are not clearly disclosed.

BLURRED BOUNDARIES IN INFLUENCER CONTENT



The blurred distinction between personal content and advertising has become more important as social media platforms provide commercial channels. These developments have become particularly significant as social media platforms increasingly integrate content discovery with commercial transactions. Consumers may discover a product through an influencer, follow a link or promotional code and complete the purchase without leaving the same digital environment.

RISE OF INFLUENCER MARKETING

S$285m

Estimated industry value in 2025

+24%

increase from 2024

TRADITIONAL ADVERTISING REVIEW



Influencer-driven marketing promotions now extend across a wide range of subject areas, including lifestyle, food, travel, finance and consumer products. Businesses are also engaging a wider pool of less well-known influencers, who may be perceived as more authentic and relatable. As commercial promotion becomes more dispersed and embedded in personal content, unclear or inconsistent disclosure practices may expose more consumers to advertising they do not recognise as such.

The rapid growth of influencer marketing therefore warrants closer attention. Singapore's influencer marketing industry was estimated to be worth S$285 million in 2025, a 24 per cent increase from 2024[44].

Traditional advertising campaigns typically undergo several layers of internal review before publication, involving advertisers, agencies, creative teams, account managers and media owners. Unlike advertisements in print and broadcast media in Singapore, which generally require acceptance by the relevant media owner before publication or transmission, social media content is not subject to an equivalent gatekeeping process. It is also noted that the membership of the Advertising Standards Authority of Singapore (ASAS) does not include digital media or online platforms.

The extent to which brands or businesses influence the content produced by influencers varies. Some brands enter into formal contracts with influencers and exercise a degree of control over the content and its presentation. Others may simply send product samples to selected influencers in the hope that they will promote the products, without directing or participating in the content development. In such cases, the business may only become aware of the content when it is published. Nevertheless, such content is regarded as sponsored content under the Code.

Many compliance issues may arise from limited awareness rather than deliberate non-compliance, particularly among influencers operating outside traditional advertising structures. This suggests that improving awareness and understanding of advertising obligations may be as important as enforcement in raising industry standards.

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II. WHY THIS MATTERS TO CONSUMERS



Encountered influencer endorsements

Approximately 80% of 4,784 respondents



Supported stricter accountability for influencers

Approximately 72% of 4,784 respondents



Stricter accountability among three highest priorities

Safer and more transparent online shopping

The consumer research commissioned by the Panel through CASE in March 2026, found that approximately 80 per cent of 4,784 respondents had encountered influencer endorsements across the product categories studied (Annex E). Exposure was highest in Fashion and Apparel and Beauty and Personal Care, which were also among the categories most frequently purchased online. Approximately half of survey respondents said that influencer recommendations had a moderate to high influence on their final purchasing decisions.

Survey respondents were particularly concerned about promotional content that could not readily be distinguished from an independent recommendation. This may occur where products are incorporated subtly into lifestyle content, where a commercial relationship is not stated prominently, or where an influencer presents an initial impression or "unboxing" as though it were based on extensive use.

There was strong support for greater accountability. Approximately 72 per cent of 4,784 survey respondents **(Annex H)** supported stricter accountability for influencers, while approximately 61 per cent ranked it among their three highest-priority measures for safer and more transparent online shopping.

Qualitative research based on three focus group discussions involving 24 consumers across the 18–34, 35–54 and 55-and-above age groups conducted by Verian found broad support for clearer disclosure of sponsored content. Participants considered this necessary to help consumers assess the weight they should place on a recommendation, particularly where the viewer may be less familiar with influencer-marketing practices.

Some participants said that sponsored content was already easy to recognise or that a sponsorship label would not materially change their assessment. Others emphasised that consumers should continue to conduct their own research. A disclosure may reveal the existence of a commercial relationship, but it does not establish that the recommendation is accurate or that the product is suitable.

III. THE PERSPECTIVE OF INFLUENCERS

In March 2026, during a focus group discussion with 12 influencers for consumer research, participants generally accepted that audiences should be informed when content is paid for, gifted or produced in collaboration with a business **(Annex F).**

AREAS OF UNCLEAR DISCLOSURE EXPECTATIONS

- **Unsolicited gifts**
- **Public-relations packages**
- **Affiliate arrangements**
- **Repeat mentions**
- **Unpaid but otherwise incentivised content**

They identified areas in which disclosure expectations may be unclear. These include unsolicited gifts, public-relations packages, affiliate arrangements, repeat mentions and content that is unpaid but otherwise incentivised. Practices differ across influencers, businesses and platforms, particularly where there is no formal agreement requiring content to be published. It is observed that the ASAS guidelines would view all these arrangements as sponsored content except for repeat mentions, if the latter are shared or re-shared posts, where no incentives or financial gains are given

Some participants also observed that businesses may discourage prominent disclosure because of concerns that sponsored content receives less engagement. Under ASAS guidelines, the responsibility for compliant disclosure does not rest solely on the influencer. Brands, as the advertiser, bear primary responsibility for ensuring that the sponsored content meets advertising standards.

SUPPORT FOR CLEARER STANDARDS

Participants were also generally open to clearer standards and stronger oversight when accompanied by practical guidance and education. Training was considered particularly useful for influencers, who may not be familiar with advertising rules or the distinction between personal opinion and an objective claim requiring substantiation.

CONCERNS ABOUT PROPORTIONALITY

At the same time, participants cautioned against applying rigid requirements without regard to context. They were concerned that unclear rules or immediate punitive action could disproportionately affect smaller and less experienced influencers.

These views support an approach that combines clearer expectations and active monitoring with education and opportunities to correct non-compliance.

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IV. EXISTING SAFEGUARDS AND ENFORCEMENT PRACTICES

THE SINGAPORE CODE OF ADVERTISING PRACTICE BY THE ADVERTISING STANDARDS AUTHORITY OF SINGAPORE

The Advertising Standards Authority of Singapore (ASAS) plays an important role in promoting trust in advertising and upholding community standards. It administers the Singapore Code of Advertising Practice (SCAP), a self-regulatory framework governing commercial advertising. The Code promotes ethical advertising through industry self-regulation and requires advertisements to be legal, decent, honest and truthful.

Legal · Honest · Decent · Truthful

The Code requires all advertising, including sponsored content on social media, to be clearly identifiable as such. This helps ensure that consumers are aware when content is commercial in nature and can take relevant commercial relationships into account when assessing the content and making purchasing decisions.

DISCLOSURE EXTENDS BEYOND PAYMENT

ASAS' Guidelines for Interactive Marketing Communication & Social Media provide for the disclosure of sponsorship arrangements and commercial relationships. Disclosure is required not only where monetary payment is involved, but also where there is a connection between the advertiser and the influencer through the provision of products, services or other benefits. Examples include invitations to preview events, product launches and food tastings, as well as complimentary samples and personal favours. The accompanying Guidance Notes provide examples of the different forms of disclosure that influencers should use. The Code applies to advertising in both digital and traditional media.

50,000+ Instagram and TikTok content items analysed in 2024

Capture ads · AI screening · Human review

In the United Kingdom, the Advertising Standards Authority (ASA), ASAS' counterpart, uses AI to monitor the large volume of advertising content published across digital platforms, much of which would be impractical to review manually. . Its Active Ad Monitoring system[45] captures advertisements from social media, search engines and websites, using AI to identify content that may breach advertising rules for subsequent human review **(Annex G).** In a 2024 exercise, the system analysed more than 50,000 items of content from Instagram and TikTok to assess compliance with influencer disclosure requirements. Such monitoring is particularly relevant given the volume of online content and the speed at which it may be published, modified or removed.

Influencers generally accept ASAS' decisions concerning sponsorship disclosure. Those working with larger brands tend to have a better understanding of the Code and the importance of informing consumers when content is sponsored. ASAS also engages with brands, businesses and marketing agencies, in addition to influencers, to promote awareness of advertising standards and compliance with the Code.

Recommendation #1

Strengthen oversight of influencer marketing disclosures, where there is a commercial relationship with an advertiser, brand, agency or sponsor and build industry capability (ASAS)

MONITORING AND TRAINING OF INFLUENCERS

The Panel recommends that ASAS strengthens its monitoring of influencer advertising under the Singapore Code of Advertising Practice (SCAP), with particular attention to the brands, advertisers and agencies that engage influencers and shape the content of online commercial campaigns.

The Panel considers that stronger monitoring should be paired with industry capability-building in the form of training suited for the separate needs of influencers, advertisers and brands.

The training should reinforce ASAS guidance that the same advertising principles that apply to print, broadcast and televised media similarly apply to online media. Practical examples and case studies could be deployed.

THE GOVERNMENT SHOULD SUPPORT ASAS BY PROVIDING:

1 ACTIVE MONITORING

Resources and technical capabilities to undertake more active monitoring of social media content, with a view to identifying and addressing potentially non-compliant advertising.

2 INDUSTRY CAPABILITY

Resources to develop and conduct a voluntary training programme for influencers, advertising agencies, brands and business owners. This programme could:

- Equip influencers with a structured understanding of applicable advertising standards and disclosure obligations. Participants may receive a certificate of attendance, which should indicate only that they have attended the programme and should not be construed as an endorsement or certification of the influencer by ASAS.
- Help advertising agencies, brands and business owners understand their responsibilities and make informed decisions when selecting and engaging influencers and other marketing partners.

3 EMERGING DIGITAL RISKS

Resources to keep abreast of emerging developments in digital advertising, including synthetic content, AI-generated testimonials and endorsements, and the use of AI to create realistic representations of public figures, influencers or other individuals appearing to endorse products without their knowledge or involvement.

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I. EMERGING CHALLENGES

As digital commerce becomes more sophisticated, businesses have greater opportunities to influence how consumers receive information, assess their options and make purchasing decisions.

Advances in AI, data analytics and online interface design can improve convenience and personalise the shopping experience, but may also introduce new risks that are difficult for consumers to recognise. Some examples include:

01 Deceptive 'dark patterns' in e-commerce

02 AI-enabled personalisation

03 Data governance and privacy

04 Expanding definitions of consumer vulnerability



Discussion of deceptive dark patterns with Mr Jesher Loi, September 2026.

1. DECEPTIVE 'DARK PATTERNS' IN E-COMMERCE

Digital interfaces do more than present information. Their design can shape what consumers notice, how quickly they act and whether they complete or abandon a purchase.

Some design features improve convenience or help consumers navigate choices. "Dark patterns" or "dark commercial patterns", on the other hand, are design features that steer, pressure or mislead consumers into decisions they might not otherwise make, often by how information and choices are presented[46].

There is no single internationally accepted definition of "dark patterns". For this Review, the Panel adopts the approach used by the CCS.

Dark patterns are described as false or misleading website design features that influence purchasing decisions. CCS identifies five common forms in Singapore's e-commerce environment[47].

FALSE URGENCY AND SCARCITY CLAIMS

such as fabricated countdown timers or misleading low-stock messages;

SUBSCRIPTION TRAPS

where sign-up is easy but terms or cancellation processes are misleading;

HIDDEN COSTS AND DRIP PRICING

where unavoidable charges appear only later in the transaction;

SNEAK-INTO-BASKET PRACTICES

where add-ons are included through pre-selected options; and

FAKE REVIEWS AND RANKINGS

including fabricated endorsements or manipulated popularity indicators.

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EXISTING PROTECTIONS

TR76.2025 guidelines cover all of the above five dark practices. Whether any other design feature is unfair depends on how it operates in context, including the accuracy and prominence of the information presented and whether consumers retain a genuine and informed choice.

The CCS has taken action under the CPFTA against businesses for misleading online practices. These have included fake reviews[48], fabricated visitor counts, countdown timers[49] and misleading discount claims used to create false urgency[50], demand or savings.

The CPFTA protects consumers against unfair practices. An online design may possibly fall within the CPFTA where its inbuilt design and algorithms serve to provide deceptive price information to a consumer, who, if they do not check the items purchased, may end up paying for a pre-selected item.

EMERGING CHALLENGES

At the substantive level, some manipulative practices may not involve an expressly false statement. Instead, they may operate by making one choice significantly easier than another, obstructing cancellation or using behavioural data to steer consumers.

This may create uncertainty as to how readily such practices fall within the existing categories of unfair conduct. Emerging refinement of practices of this nature raises the question of whether the existing CPFTA enforcement framework can respond effectively to conduct that undermines marketplace integrity before substantial and readily quantifiable consumer losses occur.

This strengthens the case for updated definitions and more timely, proactive oversight of AI-enabled consumer interfaces.



Choice design



Behavioural data



Obstruct cancellation

There may also be limits to how quickly the current enforcement framework can respond. Where intervention depends on civil proceedings or court-ordered remedies, it may be more difficult to act promptly against digital practices that can be deployed, modified and scaled rapidly.

2. AI-ENABLED PERSONALISATION

The distinction between products and ongoing services is becoming less clear. Connected and software-dependent smart products may rely on continuing software updates, subscriptions or cloud services to maintain their functionality. Physical products incorporating machine learning may also increasingly collect information from users and adapt their responses accordingly. At the same time, immersive commerce may move transactions into augmented or virtual environments, where advertising, entertainment and purchasing become more closely integrated.



Collection of consumer data



Software-connected products



More integrated advertising, entertainment and purchasing

TECHNICAL REFERENCE 76:2025

Singapore's Technical Reference 76:2025 on Guidelines for Electronic Commerce Transactions (TR'76:2025) under "Content Creation" recognises the growing role of AI and machine learning in the e-commerce ecosystem and that an intuitive and seamless shopping experience should be made available for customers with distinct personas. E-retailers and e-marketplaces should strive to use:

1 **appropriate tools to track customer preferences** to recommend suitable content based on shopping behaviour and patterns to enhance engagements with customers; and

2 **appropriate automated tools (such as algorithms and AI) that adhere to the principles of explainability, transparency, fairness,** and consider any risks arising from their use (e.g. to comply with competition, intellectual property, date protection and cybersecurity laws) to improve customer experience. It also advises referring to Singapore's Model Artificial Intelligence Governance Framework for more information, including information on how to manage risks, when deploying algorithms or AI.

INFORMING CUSTOMERS

The guidelines further state that e-marketplaces and e-retailers should inform customers about the tools used to personalise online content, such as cookies, mobile applications that collect location data and stored profiles of repeat customers.



Cookies



Stored profiles



Location data

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WHERE MIGHT AI ENABLE PERSONALISED ENGAGEMENT?

- Using customer preferences to anticipate needs → Reccomending products to encourage purchase
- Detecting that a customer has not carted out → Offering discount or free delivery to encourage purchase

PURCHASING DECISIONS

These principles are increasingly relevant as AI changes how consumers search for products, compare options, receive recommendations and make purchasing decisions.

For businesses, AI enables more proactive and personalised engagement with consumers throughout the purchasing journey. E-retailers may use information about a customer's preferences and shopping behaviour to anticipate needs, recommend suitable products and encourage purchases at particular points in the transaction.

AI-enabled personalisation also allows businesses to tailor prices, advertisements, recommendations and sales prompts to individual consumers, potentially in real time. For example, when an online system detects that a shopper has placed items in a shopping cart but has not completed the purchase, it may offer a discount or free delivery to encourage the shopper to proceed.

CONSUMER RISKS AND OVERSIGHT

Increasingly sophisticated personalisation may make such practices harder to detect and classify[51]. AI-enabled interfaces can use behavioural data and predictive profiling to vary prompts, defaults or recommendations to customise for different users[52].

Greater personalisation, combined with growing trust in automated systems[53], may also make interventions appear helpful even where they steer consumers in ways that are difficult to recognise.

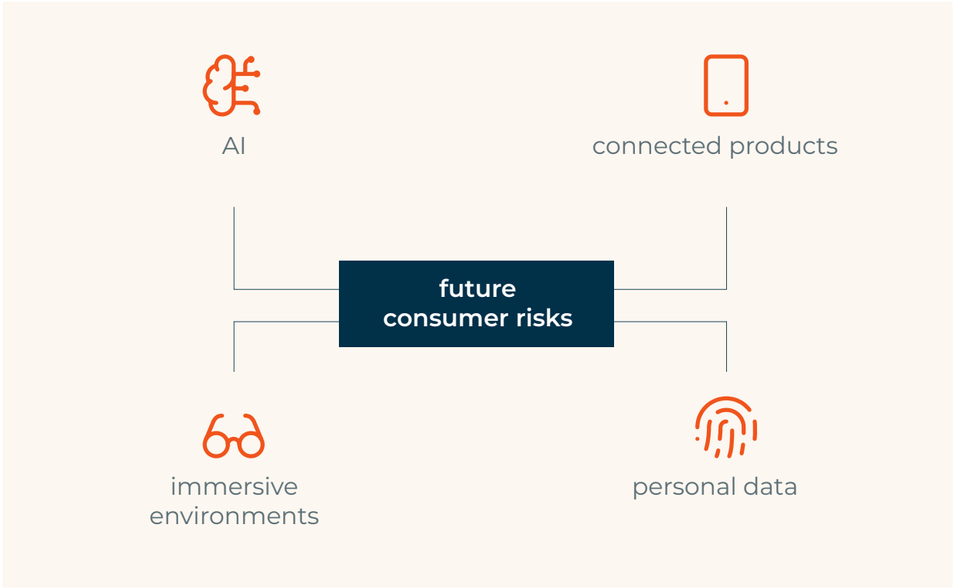
Because these practices can change dynamically and may not be visible to every user, static audits and conventional inspections may become less effective[54].

These developments may make questions of consent and responsibility more difficult to resolve, particularly where consumers do not know why particular content, choices or prices have been presented to them.

3. DATA GOVERNANCE AND PRIVACY

Other developments may also raise questions that cut across consumer protection, data governance and privacy. **Biometric sensing** may allow devices and services to respond to physiological or behavioural signals, while emerging **consumer neurotechnology** could create new possibilities for collecting or inferring highly personal information about attention, emotion or cognitive responses.

How such information may eventually be used in commercial settings — including to personalise offers or influence decisions — remains uncertain. These developments illustrate how future consumer risks may arise not from any single technology, but from **the convergence of AI, connected products, immersive environments and increasingly granular forms of personal data.**



PURCHASING DECISIONS

Consumers may not appreciate how information they provide, or generate through their interactions, is used to personalise the content, advertisements and offers they receive. Many social media platforms allow users to create profiles, communicate and share content without payment as they rely on advertising models supported by the collection and processing of personal data in exchange for access.

Some digital platform users may not realise that they may have agreed to give irrevocable, perpetual, non-exclusive, royalty-free, and fully sublicensable rights to use, reproduce, publish, modify, adapt, perform, translate, distribute, display or create derivative works from, distribute and display their content and materials throughout the world in any media. Consumers may accept these conditions without reading and appreciating their implications.



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4. EXPANDING DEFINITIONS OF CONSUMER VULNERABILITY

INTENSIFYING CONSUMER VULNERABILITIES

The developments outlined above also raise questions about whether highly personalised marketing may have a disproportionate effect on consumers experiencing particular forms of vulnerability. **Consumer vulnerability should not be understood solely in terms of membership of traditionally vulnerable demographic groups.** It may also arise from the particular circumstances in which a consumer makes a decision, including financial pressure, urgency, limited information or personal difficulties. A consumer who is ordinarily capable of making informed decisions may be more susceptible to influence under certain conditions.

Vulnerability can therefore be situational and change over time. Digital technologies may intensify these risks by enabling businesses to infer consumers' circumstances, preferences and likely responses, and to adjust persuasive techniques accordingly, potentially in real time. Systems increasingly use real-time context, memory and data spanning systems coupled with customer history on preferences and budget. The concern is not personalisation in itself, but the possibility that information about a consumer's circumstances or vulnerabilities could be used to influence decisions in ways that undermine informed choice.

EXPLOITATION OF VULNERABILITIES

The European Commission's 2021 guidance on the interpretation and application of the Unfair Commercial Practices Directive (Official Journal of the European Union, 2021/C 526/01, Section 4.2.7, "Data-driven practices and dark patterns") illustrates how data-driven commercial practices may exploit individual vulnerabilities. It provides examples involving:

EMOTIONAL VULNERABILITY

A trader is able to identify that a teenager is in a vulnerable mood due to events in their personal life. This information is used to target the teenager with emotional based advertisements.

FINANCIAL VULNERABILITY

A trader is aware of a consumer's history with financial services and the fact that they have been banned by a credit institution due to the inability to pay. The consumer is subsequently targeted with specific offers by a credit institution, with the aim of exploiting the financial situation.

BEHAVIOURAL VULNERABILITY

A trader is aware of a consumer's purchase history with respect to games of chance and random content in a video game. The consumer is subsequently targeted with personalised commercial communications that feature similar elements with the aim of exploiting their higher likelihood of engaging with such practices.

These examples demonstrate how data-driven personalisation can move beyond responding to consumer preferences towards identifying and exploiting particular circumstances or susceptibilities. They also illustrate why consumer vulnerability must increasingly be considered in the context of how information is collected, analysed and used to influence purchasing decisions, rather than solely by reference to fixed characteristics or demographic groups.

II. WHY THIS MATTERS TO CONSUMERS

The consumer research conducted by Verian Group found that respondents reported high levels of exposure to dark practices **(Annex H)** and their effects on purchasing decisions with strong support for further action to improve transparency and fairness online.

REPORTED EXPOSURE

>2/3 Perceived false urgency or social-proof cues

60-70% Hidden fees and automatic subscriptions (approximately)

AMONG THREE HIGHEST PRIORITIES

74% Eliminating hidden fees

70% Fair-design standards

CONSUMER EXPERIENCES AND SUPPORT FOR ACTION

More than two-thirds of respondents reported encountering what they perceived to be false urgency or social-proof cues, such as falsified countdown timers, "only one left" messages or potentially unreliable reviews, at least occasionally when shopping online **(Annex H).** Hidden fees and automatic subscription mechanisms were also encountered by approximately 60 to 70 per cent of respondents.

Consumers regarded several of these practices as more misleading than conventional forms of marketing. Survey respondents viewed false scarcity, fake social proof and automatic subscriptions as particularly harmful because they can create pressure, distort the information available and influence decisions immediately before a transaction is completed. Participants in the qualitative research associated these perceived deceptive practices with impulse purchases, overspending, unwanted subscriptions, wasted purchases and buyer's remorse.

Some described difficulty determining whether low-stock messages, flash-sale deadlines or discount claims were genuine. Concerns were also raised about sellers inflating reference prices before presenting ordinary prices as substantial discounts. The risks may be greater for consumers who have less experience identifying manipulative digital practices or who are less able to verify claims independently. Participants considered older and less digitally confident consumers to be particularly vulnerable.

There was correspondingly strong support for measures to address these practices. Eliminating hidden fees was among the three highest-priority interventions for approximately 74 per cent of respondents, while fair-design standards were similarly prioritised by about 70 per cent. Concerns were also raised that additional safeguards could reduce convenience, increase compliance costs or be circumvented by sellers using new tactics.

These findings support a combined approach of strong oversight, clearer guidance for businesses and continued consumer education.

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III. OVERSEAS APPROACHES TO REGULATING DARK PATTERNS

EUROPEAN UNION (EU)

The European Union takes a principles-based approach under the Unfair Commercial Practices Directive (UCPD). European Commission guidance explains that "dark pattern" is not itself a legally defined category; instead, the underlying practice is assessed against existing rules on unfair, misleading and aggressive commercial practices[55].

The guidance specifically addresses data-driven practices, recognising that businesses can use consumer data, algorithms and AI to personalise advertising, recommendations, pricing and other forms of persuasion, while focussing on the effect of the practice on consumer decision-making, rather than whether it fits within a fixed taxonomy of dark patterns.



Discussion with EU delegation, 23 October 2025.

ECONOMIC CO-OPERATION AND DEVELOPMENT (OECD)

The OECD has examined dark commercial patterns as part of its wider work on consumer protection and vulnerability in digital markets. Its 2022 report proposed a working definition, reviewed evidence on the prevalence and effectiveness of these practices, and considered the financial and non-financial harms they may cause.

The OECD's work suggests that consumer education alone is unlikely to be sufficient. It points to a combination of clearer regulatory guidance, effective enforcement, responsible business design and stronger detection capabilities. Voluntary standards, self-audits and tools that help consumers recognise dark practices may play a supporting role, but should complement rather than replace regulatory and enforcement measures.

COMPLEMENTARY MEASURES

Guidance | Enforcement | Business design | Detection

III. OVERSEAS APPROACHES TO REGULATING DARK PATTERNS

SOUTH KOREA

South Korea's Korea Fair Trade Commission (KFTC) began with voluntary guidance in July 2023, identifying 19 types of dark patterns across four broad categories[56]. It later amended its Act on Consumer Protection in Electronic Commerce to prohibit six practices considered particularly harmful, including hidden renewals, drip pricing, default options and obstructive cancellation processes. The amendments took effect on 14 February 2025[57], followed by a transition period before full enforcement and administrative penalties applied.

19 types | **4** categories | **6** prohibited practices

AUSTRALIA

Australia has taken a broader, principles-based approach. Following consultations that identified manipulative online conduct not adequately addressed by the existing Australian Consumer Law, Australia enacted the Competition and Consumer Amendment (Unfair Trading Practices) Act 2026[58]. The Act introduces a general prohibition on unfair trading practices, alongside targeted rules on subscription contracts and drip pricing, and is due to commence on 1 July 2027. This provides a broader safety net for harmful conduct that may not involve an expressly false representation or fit within a closed list of prohibited practices.



Study trip to Australia. Picture shows discussion with Australian Competition and Consumer Commission (ACCC), 16 April 2026.

THESE APPROACHES OFFER THREE LESSONS FOR SINGAPORE

1. Clearly identifiable and harmful practices may justify targeted rules or enforcement priorities.
2. Rapidly evolving or less readily classified conduct may require a broader, principles-based framework supported by guidance.
3. Where new obligations are introduced, an implementation period can give businesses time to adjust their systems, while allowing regulators to issue practical guidance before enforcement begins.

These approaches show the importance of distinguishing between practices that are misleading or materially impair consumer choice and those that may be addressed more appropriately through guidance, disclosure or industry standards. The appropriate response should therefore depend on the nature, clarity and seriousness of the harm, rather than on whether a practice carries the label of a "dark pattern".

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Recommendation #2

Review the adequacy of the CPFTA in addressing emerging forms of unfair practices

The Panel recommends that the Government and CCS further study:

1. **Whether the CPFTA adequately covers present practices,** that are regarded as an unfair practice when transacted in person, where such similar or counterpart practices occur as part of an online transaction;

2. **Whether the CPFTA is adequate to cover emerging deceptive digital practices** that materially affect consumer decision-making; and

3. **Whether the CPFTA should be amended to empower CCS** to issue directions and impose financial penalties to provide timely consumer protection. Existing enforcement powers requiring court orders take too long.

PRINCIPLES-BASED FRAMEWORK

The review should focus on whether the CPFTA remains adequate as digital practices become more personalised, dynamic and difficult to detect.

The review should also consider the substance and effect of the conduct rather than whether a practice falls within a fixed list of "dark patterns". A static list could quickly become outdated or encourage businesses to redesign a prohibited practice without changing its underlying effect.

Detailed prohibitions may become outdated as interfaces and business models evolve. A principles-based framework, supported by practical guidance, targeted enforcement and consumer education, is likely to be more adaptable while still preserving legitimate commercial activity.

THE LIMITS OF ENFORCEMENT

The Panel also recognises the limits of enforcement. Digital practices can change quickly, operate at scale and originate outside Singapore, while narrowly framed rules may be readily circumvented.

Reviewing the CPFTA would enable genuine gaps to be identified and issues requiring legal reform from those better addressed through enforcement priorities, technical standards, guidance or consumer education or all of the above.

Consumer education and enforcement are complementary. Consumers cannot be expected to identify every deceptive design practice, but awareness remains an important safeguard where risks evolve faster than regulation.

Tackling pressure selling and prepayment losses

OVERVIEW

66% of business identified manpower costs as a key challenge

45% of businesses cited uncertainty over customer demand

25% of businesses report facing moderate to severe credit constraints

40% **of this group** lack sufficient funds beyond 3–6 months of operations

Businesses in Singapore are operating in an increasingly demanding environment. The Singapore Business Federation's National Business Survey 2024, published in January 2025, found that 66 per cent of businesses identified manpower costs as a key challenge[59], while 45 per cent cited uncertainty over customer demand. One quarter also reported experiencing moderate to severe credit constraints; among this group, 40 per cent lacked sufficient funds to sustain operations for more than three to six months. For businesses with significant recurring manpower expenses and limited financial buffers, maintaining steady cash flow is therefore an immediate commercial need.

Against this background, businesses may adopt a range of commercial arrangements to secure revenue, manage cash flow and build longer-term customer relationships. Advance payments or prepayments are a legitimate
and widely used feature in some businesses. Businesses may sell pre-paid packages or memberships, require deposits and collect payments at agreed project milestones. Pre-paid package payments provide businesses with more certainty over demand for future services and reduce financing costs for equipment acquisition and operational costs.Consumers also benefit from discounts by buying pre-paid packages. These are common practices worldwide.

Two distinct but related consumer protection concerns can arise from the sale of prepaid packages or services, where consumers either make a lump-sum payment for future services or pay a deposit followed by periodic payments.

The first concern is pressure-selling of pre-paid packages, especially where sales staff remuneration is disproportionately commission-based compared to basic salary. Persistent persuasion or other forms of undue pressure by sales staff may lead consumers to commit more than they intended and give them insufficient time to consider.

The second concern is loss of pre-paid monies, non-delivery or non-enjoyment of services, when businesses close or otherwise fail to perform. The exposure can be particularly significant in higher-value transactions. Even large businesses that have been in business for many years are not immune to business failures.

THE PANEL CONSIDERED THE TWO ISSUES SEPARATELY:

1. Whether consumers in sectors where pressure-selling concerns are more pronounced should have a statutory period in which to reconsider and cancel specified transactions; and

2. How businesses may be assisted in adopting business practices, that will enable them to become better-resourced while reducing the possibility of pre-payment losses. In this regard, CASE's CaseTrust accreditation scheme for companies in sectors, where consumers face substantial financial exposure from loss of prepayments upon business failure was considered.

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EXAMPLE: AN INVESTIGATION INTO A SALON

October 2024 — CCS investigation

June 2025 — Admission, commitments and refunds

In October 2024, CCS commenced investigations into a hair salon following complaints referred by CASE. The hair salon had failed to respond to earlier cautions or enter into a Voluntary Compliance Agreement.

The salon had allegedly targeted elderly consumers, concealed higher payment amounts charged to customers using NETS, charged higher prices without prior agreement and billed consumers for unwanted treatments or packages[61].

In June 2025, the companies operating the salons admitted the unfair trade practices, undertook to cease them and work with CASE to resolve complaints and to also provide a five-day cooling-off period for prepaid packages. They also agreed to refund affected consumers[62].



Beauty and Wellness Industry Focus Group Discussion, 2nd April 2026.

POOR DOCUMENTATION AND REDRESS

Poor documentation compounds the difficulty of securing redress for consumers. Documentation given by complainants to CASE shows that some package-based transactions are recorded in brief or poorly itemised invoices, handwritten annotations or informal records that did not clearly show what was purchased, the package details, cancellation or refund terms and the unused value. Consumers often did not know or understand their commitments and, if a dispute arose, could not establish what had been agreed.

I. ONGOING CHALLENGES

Businesses may legitimately promote pre-paid packages, recommend additional services and explain the savings associated with packages. Concern arises where persistent persuasion or other forms of undue pressure cross the line and impinge upon a consumer's ability to assess and make decisions.

PRESSURE-SELLING PRACTICES

Pressure selling may take various forms, including sales discussions initiated during treatment, when consumers may be in a vulnerable position; persistent offers despite a consumer having declined or expressed little interest; claims that the consumer would miss out on an opportunity; prolonged sales pitches; or emotional pressure involving criticism of a consumer's appearance or health.

In some cases, consumers may also feel unable to leave a sales interaction when they are in a state of undress, undergoing treatment or receiving unsolicited complimentary services, or when they feel overwhelmed by persistent persuasion or reluctant to disappoint a familiar service provider.

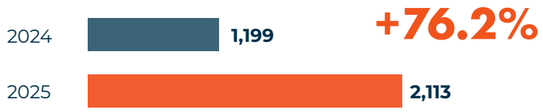


Photo of Mr Musa Fazal. Engagement with SBF members on pressure selling, 21 April 2026.

COMPLAINTS AND LOSSES

CASE received 13,786 complaints in 2025, compared with 14,236 in 2024[60]. Of these, 2,113 complaints were against the beauty industry, involving around 450 businesses. These complaints rose by 76.2 per cent from 1,199 in 2024 with consumers reporting more than S$2.1 million in prepayment losses. Approximately two in five beauty-industry complaints involved prepayment losses arising from sudden business closures, while around one in five complaints involved unfair practices such as pressure sales tactics and misleading or false claims.

BEAUTY-INDUSTRY COMPLAINTS



Involving
450
Businesses
≈1 in 5: unfair practices

Complaints reported
>S$2.1m
Prepayment losses
≈2 in 5: closure-related prepayment losses

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II. WHY THIS MATTERS TO CONSUMERS

UNWANTED FINANCIAL COMMITMENTS

Pressure selling can turn a relatively short sales interaction into a substantial financial payment for services yet to be rendered over a period of time, or services that consumers may not need or want.

Between August 2024 and October 2025, CASE received 53 complaints against a beauty and wellness company involving more than S$980,000 in purchases[63]. Consumers' general complaint was that they had been misled or pressured into purchasing excessive beauty products or packages. Half had spent more than S$10,000, while at least 40 per cent of complainants were aged 60 or above. In Verian Group's research, the average amount committed for Beauty and Wellness prepayments was approximately S$3,279 **(Annex I)**.

Between August 2024–October 2025

FOR ONE BEAUTY AND WELLNESS COMPANY, CASE RECEIVED...

53 Complaints

50% Spent >S$10,000

≥40% Aged 60 or above

≥40% In purchases

On average, Beauty and Wellness prepayments can come up to... **≈S$3,279**

LACK OF TIME TO RECONSIDER

Consumers should be given sufficient time and distance from such sales environments to reconsider a commitment. Where undue pressure is persistent and the financial consequences significant, the lack of a general right to reconsider and cancel may leave consumers with little recourse. A cooling-off period will give consumers a time-limited opportunity to reconsider a substantial commitment after leaving the immediate sales environment. It will not restrict legitimate promotions or prepaid package sales.

Consumer support for such a safeguard is strong. Approximately 81 per cent of survey respondents supported or strongly supported mandatory cooling-off periods, making it the most preferred safeguard tested in the Panel's research **(Annex K)**. Older consumers, especially those aged 65 and above, were more likely to support intervention of this kind.

Industry feedback also suggests that cooling-off periods may be workable in relevant pre-paid package-based sectors. Those in the Beauty and Wellness and Fitness and Training sectors generally considered such a cooling-off arrangement feasible, if services used during the cooling-off period could be charged on a pro-rated basis. A cooling-off period of between five to seven working days was a common suggestion.

≈81% respondents support for cooling-off periods

5-7 Working days, commonly suggested

III. EXISTING SAFEGUARDS AND ENFORCEMENT MECHANISMS

>75% of respondents encountered at least one good practice

Some businesses already offer trial periods, cooling-off periods, pro-rated refunds and clearer package documentation in the beauty and wellness, fitness and training, and renovation industries.

More than 75 per cent of surveyed consumers who had purchased prepayment packages reported encountering at least one good practice **(Annex K)**.



Home Renovation Industry Focus Group Discussion, 31st April 2026.

BUT COOLING-OFF PERIODS ARE LESS AVAILABLE

Cooling-off periods were less consistently available. Around 28 per cent of respondents reported encountering a cooling-off period after making a lump-sum prepayment. Reported availability varied across sectors, from approximately 42 per cent in Fitness and Training and 34 per cent in Beauty and Wellness to 16 per cent in Wedding services.

≈21%
Encountered a cooling-off period after a lump-sum prepayment

REPORTED AVAILABILITY BY SECTOR



Section 11 of the CPFTA empowers METI to prescribe the type of contracts, which consumers have a right to cancel and ancillary matters[64]. The Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009 provide a five-day cancellation period for specified direct sales, timeshare and timeshare-related contracts.

5-day
Cancellation period for specified contracts

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IV. OVERSEAS APPROACHES TO PRESSURE SELLING AND COOLING-OFF PROTECTIONS

Overseas frameworks generally take one of two approaches. Some provide broad cooling-off rights based on how a transaction is concluded, particularly for distance or off-premises sales. Others impose targeted safeguards in sectors where long-term prepayments, pressure selling or business failure have caused recurring harm.

EUROPEAN UNION

14 days **TO WITHDRAW WITHOUT REASON FROM DISTANCE AND OFF-PREMISES CONTRACT**

The European Union adopts the first approach under the Consumer Rights Directive[65]. Consumers generally have 14 days to withdraw without giving a reason from distance and off-premises contracts. Traders must disclose this right before the contract is concluded; failure to do so may extend the withdrawal period by up to 12 months. Defined exceptions apply, including for customised or perishable goods and fully performed services where the consumer has expressly agreed to early performance.

HONG KONG

7 days **COOLING-OFF PERIOD FOR BEAUTY AND FITNESS PREPAID CONTRACTSAND OFF-PREMISES CONTRACT**

Hong Kong has proposed a more targeted response. Following persistent concerns involving the beauty and fitness sectors, the Government launched a public consultation in June 2026[66] on a statutory seven-calendar-day cooling-off period for prepaid consumer contracts in those sectors. Two other measures were proposed: a 14-calendar-day refund period for qualifying prepaid beauty and fitness contracts; a two-year cap on contract duration together with a ban on contracts commencing more than three months after signing; and stronger investigatory and enforcement powers for the Hong Kong Customs and Excise Department in cases involving wrongly accepted payments.

ONTARIO, CANADA

10 days **TO CANCEL WITHOUT REASON FOR SPECIFIC TRANSACTIONS**

Canada also uses transaction-specific cooling-off rights. In Ontario, a consumer who signs a qualifying direct agreement at home, including certain home-renovation contracts, generally has 10 days from receiving the written agreement to cancel without giving a reason[67]. The contract must contain prescribed information about the goods or services, price and cancellation rights. Advance-paid fitness or gym agreements are also among the categories for which statutory cooling-off protection is available. The Ontario approach focuses particularly on circumstances and place of sale and where consumers may face surprise visits, intensive persuasion or limited opportunity to compare alternatives.

THE OVERSEAS APPROACHES POINT TO THREE CONSIDERATIONS FOR SINGAPORE.

First, cooling-off rights may be framed broadly by the circumstances and place of sale, or targeted at high-risk sectors and transactions. cancellation period for specified direct sales, timeshare and timeshare-related contracts.

Second, their operation can be calibrated by transaction value, contract duration and whether services have already been used.

Third, they are more effective when supported by clear disclosures, accessible cancellation procedures and limits on amounts businesses may retain.

Recommendation #3

Mandate a cooling-off period for transactions in high-risk sectors, that involve pre-payments

COOLING OFF PERIODS IN THE BEAUTY AND WELLNESS SECTOR

1 **The Panel recommends that the Government introduce a cooling-off period for specified consumer transactions in sectors where there is evidence of persistent pressure-selling concerns to the detriment of consumers.** For now, Beauty and Wellness services are priority areas for consideration. The Panel considers that a targeted cooling-off period would address a specific gap in the current framework. This will give consumers who make substantial commitments in circumstances of undue sales pressure an opportunity to reassess the transaction and exercise a statutory right to cancel.

2 **The Beauty and Wellness sector presents the clearest case for initial application.** The sector continues to attract complaints involving pressure-selling practices, as well as losses of unused prepayments when businesses close or cease operations. The case for intervention is therefore stronger than in sectors where advance payments serve legitimate operational needs, such as the travel industry, where payments are required to secure transport and accommodation bookings, or the renovation industry, where deposits are needed to purchase materials and secure labour before work begins. The measure should therefore remain targeted and proportionate, rather than being applied uniformly across all forms of prepayment.

The Panel recognises that the design of any cooling-off regime would require further consideration and consultation with businesses, regulators and other stakeholders. Relevant considerations may include sectoral coverage, length of the cooling off period, transaction thresholds, reimbursement of services already consumed and of a business's administrative and compliance costs and operational feasibility.

FURTHER CONSIDERATIONS

If this recommendation is accepted, the further matters to be considered are:

1. the sector or sectors in which a cooling-off period should be given to a consumer;
2. the appropriate duration and scope of the right;
3. qualifying conditions, including how services already used are to be charged;
4. legitimate costs incurred and for which a business is to be compensated;
5. information disclosure at the time of contract; and
6. cancellation procedures.

An interim period prior to implementation should also be provided to allow businesses time to update contract formats, payment processes and record-keeping systems.

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Prepayment losses and the role of accreditation

I. ONGOING CHALLENGES

Prepayment is common across a range of consumer transactions. It may take the form of prepaid service packages or fixed-term memberships, where consumers pay in advance for goods or services to be delivered over an agreed period.

The consumer protection concern lies in the financial exposure that remains until delivery is complete. Once payment has been made, continued delivery of services depends solely on the business continuing to operate and fulfil its obligations.



Photo of Dr Sandra Booysen. Disucssion on Consumer Risk arising from prepayments, 29th April 2026.

If the business closes or ceases trading before delivery is completed, consumers may be left with unused packages, unfinished work or deposits for which there is little prospect of meaningful recovery.

PREPAYMENT TAKES DIFFERENT FORMS ACROSS SECTORS

TRAVEL

In the Travel sector, advance payment can leave consumers exposed when bookings are cancelled, disrupted or not honoured, particularly where intermediaries such as online travel agents are involved. At the same time, travel operators often require advance payments to secure flights, accommodation, tours and other arrangements, and to mitigate financial losses arising from customer cancellations.

HOME RENOVATION

In the Home Renovation industry, sizable deposits and staged payments create financial exposure before work is completed, especially where contractors fail to deliver up to standards or cease operations. However, contractors also incur upfront commitments in securing materials, scheduling works and engaging workers, and may forgo other projects in reliance on a consumer's commitment to proceed.

BEAUTY AND WELLNESS

In the Beauty and Wellness sector, consumers may pay substantial sums for packages to be used over time and lose unused value if a business closes. Businesses likewise bear risks arising from the longer-term commitment to deliver services and maintain resources needed to fulfil prepaid packages.

Any measures to address prepayment risks, such as cooling-off periods, should therefore seek to balance consumer protection objectives with legitimate operational and commercial needs of businesses. While they may provide consumers with additional protection and flexibility, they may also affect business operations and cash flow arrangements, including delay in the commencement of travel bookings, renovation works, or prepaid service commitments until the cooling-off period has lapsed.

CASE data shows that prepayment losses increased substantially in 2025. Consumers reported approximately S$2.71 million in losses, up 40.4 per cent from S$1.93 million in 2024[68]. The beauty industry accounted for S$2.13 million, or 78.6 per cent, of the total, followed by renovation contractors at about S$191,000 and the travel industry at about S$60,000.

REPORTED PREPAYMENT LOSSES

≈S$2.71m

2025 total
+40.4% from 2024

2024 **≈S$1.93m**

2025 **≈S2.71m**

BEAUTY INDUSTRY'S SHARE OF 2025 LOSSES

78.6%

S$2.13 million

Beauty industry | Other sectors

LOSSES AFTER SUDDEN CLOSURES

The concentration of losses in the beauty industry was driven in large part by sudden business closures. Of the 2,113 beauty-industry complaints received by CASE in 2025, approximately two in five involved prepayment losses arising from such closures.

The abrupt closure of Wan Yang Health Product and Foot Reflexology Centre and its related entities in November 2025 alone accounted for approximately S$1.25 million in reported losses. The problem persisted into 2026. Royal Secrets Wellness closed on 28 February 2026, resulting in prepayment losses exceeding S$1 million, including an individual loss of approximately S$50,000[69]. In the first half of 2026, nearly four in 10 complaints against the beauty industry concerned businesses failing to honour their contractual obligations, including cases where consumers were unable to utilise prepaid packages following sudden closures.

≈S$1.25m
Wan Yang, November 2025

>S$1m
Royal Secrets Wellness
28 February 2026

≈ 4 in 10
Beauty-industry complaints in the first half of 2026 concerned businesses failing to honour contractual obligations.

These figures illustrate the particular exposure created when consumers pay substantially in advance of delivery. Once a business ceases operations, consumers may be left with significant unused balances and limited prospects of obtaining a meaningful refund. Similar risks have also arisen in other sectors where businesses may offer prepaid packages, including fitness and training, indicating that the risk of prepayment losses following business closures is not unique to the beauty sector.

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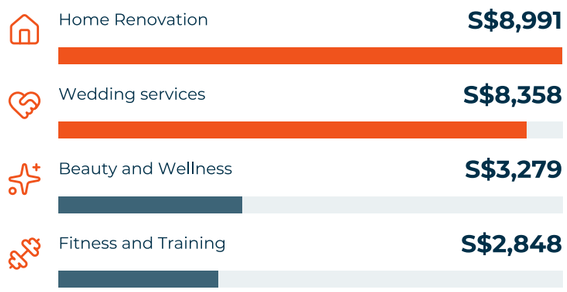
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Tackling pressure selling and prepayment losses

II. WHY THIS MATTERS TO CONSUMERS

The amounts committed in advance can be substantial. In the research conducted by Verian **(Annex I)**, average prepayments were approximately S$8,991 for Home Renovation, S$8,358 for Wedding services, S$3,279 for Beauty and Wellness and S$2,848 for Fitness and Training.

AVERAGE PREPAYMENTS



ASSESSING BUSINESS RELIABILITY

Yet these risks can be difficult to assess before payment is made. Consumers may rely on reputation, word of mouth or online reviews, but such indicators do not necessarily reveal whether a business has adequate financial safeguards, follows recognised fair-trading practices or is well placed to fulfil commitments over an extended period.

HOW CONSUMERS WEIGH THE RISK

Consumers participating in the Panel's focus group discussions were conscious of this exposure. They described weighing the amount at risk against the savings offered and considered whether they were likely to use the service fully as well as assessed the possibility that the business might close, or service quality might decline. Some had personal risk thresholds of between S$500 and S$3,000.

HIGH-VALUE TRANSACTIONS

This is particularly significant for high-value and infrequent transactions such as home renovation. Consumers may commit substantial sums while having limited prior experience of the sector and limited information with which to assess the reliability of individual contractors.

S$500-S$3,000

Personal risk thresholds cited by some participants

The consumer protection challenge therefore concerns not only how losses are addressed after a business fails, but also how consumers can make better-informed choices before committing significant sums. This creates a role for trusted accreditation and other preventive safeguards that help consumers identify businesses which have committed to recognised standards of fair trading and consumer protection.

III. EXISTING SAFEGUARDS AND ENFORCEMENT MECHANISMS

CASETRUST

CaseTrust is the accreditation arm of CASE. Accredited businesses are required to meet standards relating to fair trading, transparency and consumer protection, with requirements tailored to risks in particular sectors.

FINANCIAL PROTECTION SINCE 2015

233,832
Transactions protected

≈S$281m
Prepayment coverage

COMPLAINTS

−18.2%

2024 962
2025 787

PREPAYMENT LOSSES

−73.8%

2024 ≈S$729k
2025 ≈S$191k

SAFEGUARDS AND FINANCIAL PROTECTION

In sectors such as Renovation and Spa and Wellness, CaseTrust accreditation can provide practical safeguards against prepayment risk[70]. Renovation businesses are assessed against criteria covering business practices and service standards, while accredited spa and wellness businesses must protect consumer prepayments through insurance. If an accredited business closes, eligible consumers may claim the unused portion of protected prepayments.

CaseTrust also provides measurable financial protection. Since 2015, CaseTrust has protected 233,832 transactions and secured approximately S$281 million in prepayment coverage across its accreditation schemes, which cover a total 965 business entities across different sectors. Over the same period, 2,171 consumers received approximately S$409,518.85 in claims or recoveries following business closures.

RENOVATION PROGRESS

Recent trends in the renovation sector provide some indication of CaseTrust's value in promoting fair trading practices. CASE worked with the Government on a pilot scheme that subsidised up to 80% of accreditation costs for renovation firms, which helped increase uptake of CaseTrust accreditation[71]. Against this backdrop, complaints against renovation contractors fell by 18.2 per cent, from 962 in 2024 to 787 in 2025, while reported prepayment losses declined by 73.8 per cent, from approximately S$729,000 to S$191,000 over the same period[72].

CASE has attributed these improvements in part to greater consumer awareness of prepayment risks and increased use of CaseTrust-accredited renovation contractors, which provide safeguards such as clearer contractual terms and protection for deposits. The number of accredited renovation businesses has also increased from 170 in 2024 to 321 businesses as of August 2026 under CaseTrust, against CASE's target of 500 by 2027/8[73].

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LIMITED PARTICIPATION IN HIGHER-RISK SECTORS

Despite recent progress, CaseTrust uptake remains limited relative to the number of businesses in some higher-risk sectors. As of August 2026, 316 of an estimated 6,697 renovation businesses[74] were accredited, representing approximately 4.7 per cent of the sector. Additionally, 487 of an estimated 20,000 business entities providing beauty and wellness services were accredited, or approximately 2.4 per cent. Recognising this, CASE continues to work with businesses to encourage wider adoption of CaseTrust, especially in higher-risk sectors.

ACCREDITATION UPTAKE, AUGUST 2026

≈4.7% **RENOVATION**
316 of an estimated 6,697 businesses

≈2.4% **BEAUTY AND WELLNESS**
487 of an estimated 20,000 business entities

BARRIERS IDENTIFIED BY PARTICIPANTS

Consumers and businesses participating in the Panel's focus group discussions also identified different barriers to wider impact.

CONSUMERS
Consumers pointed to limited awareness of CaseTrust and uncertainty about the protections associated with the mark.

BUSINESSES
Businesses raised concerns about cost, administrative burden and whether requirements could be adapted for differences in size and operating model.

The challenge is therefore broader than increasing accreditation numbers alone. Wider participation can make CaseTrust a more useful consumer-protection tool, but only if the standards remain credible and there is accompanying public education to help consumers understand what accreditation signifies when comparing providers and deciding whether to commit substantial sums in advance.

CASE seeks to address this by coupling wider industry participation with robust accreditation standards and greater consumer awareness, so that accreditation serves not merely as a risk-mitigation mechanism, but also as a trusted market signal to help consumers make more informed choices.

IV. OVERSEAS APPROACHES TO CONSUMER ACCREDITATION SCHEMES

Overseas schemes illustrate different ways in which accreditation can encourage safer transactions and stronger consumer-oriented business practices.

UNITED KINGDOM

TRUSTMARK

In the United Kingdom, TrustMark is a government-endorsed quality scheme for businesses carrying out repair, maintenance and improvement work in and around the home. These transactions may involve high expenditure, technical information gaps and advance or staged payments. Registered businesses are expected to meet prescribed standards and provide access to a structured dispute-resolution process. They are also expected to offer appropriate financial protection where they cease trading and are unable to complete or rectify the work.

Structured dispute resolution

Financial protection

DENMARK

E-MARK (E-MÆRKET)

Denmark's e-mark applies to online retailers. Certified businesses must comply with certification requirements relating to areas such as business and contractual information, transparency of the purchasing process, consumer rights and secure online transactions, including requirements that go beyond applicable legislation. Consumers purchasing physical goods from certified retailers may also receive buyer protection of up to 10,000 Danish Kroner (DKK) per transaction where the retailer fails to meet its obligations under the scheme, subject to the scheme's conditions. The model illustrates how a trustmark can provide consumers with a clearly identifiable practical benefit.

Buyer protection per transaction, up to **DKK 10,000**

SOUTH KOREA

CONSUMER-CENTRED MANAGEMENT

South Korea's Consumer-Centred Management certification assesses whether a business organises and continually improves its activities from the consumer's perspective. Rather than focusing only on particular transaction terms, it seeks to embed consumer protection within a business's management and complaint-handling systems. Certified businesses may also receive forms of official recognition or regulatory and commercial incentives, giving firms a stronger reason to participate.

Consumer perspective → Continual improvement

THESE SCHEMES DIFFER IN SCOPE BUT OFFER COMMON LESSONS.

1. Accreditation is more likely to influence conduct where its standards correspond to identifiable consumer risks and are subject to continuing oversight.
2. Its value is also greater where consumers can readily understand what protection the mark provides and businesses receive a meaningful reputational or commercial benefit from participation.

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Recommendation #4

Promote wider adoption of consumer-friendly business practices and strengthen CaseTrust's role in higher-risk sectors

SPECIFIC TARGET SECTORS

The Panel recommends that CASE work with trade associations, their members and businesses in the different target sectors to promote wider adoption of core consumer-friendly practices across higher-risk sectors, while strengthening CaseTrust's role in recognising businesses that provide enhanced consumer protections.

Particular attention should be given to Renovation, Beauty and Wellness, and Fitness and Training, where consumers may face higher risks from substantial prepayments, pressure selling and sudden business closure **(Annex I).** These risks may be more pronounced in sectors such as Renovation and Fitness and Training, where there are limited regulatory safeguards. In parts of the Beauty and Wellness sector that are already subject to licensing requirements, CaseTrust can complement existing safeguards by providing consumers with an additional signal of businesses that have adopted consumer protection standards.

- **Renovation**
- **Beauty and Wellness**
- **Fitness and Training**

79%

Supported or strongly supported CaseTrust accreditation

1,386

Respondents cited reputation or accreditation among their two leading considerations whether to make a prepayment

Consumer research indicates strong support for accreditation as a safeguard **(Annex K)**. Seventy-nine per cent of survey respondents supported or strongly supported CaseTrust accreditation, while reputation or accreditation was among the two leading considerations for 1,386 respondents deciding whether to make a prepayment. **(Annex J)**

CASE proposes the following which the Panel accepts that CASE will implement:

1

RAISE THE BASELINE ACROSS INDUSTRIES

The Panel agrees with CASE that many practices presently associated with CaseTrust accreditation — such as transparent pricing, clear contractual terms, proper disclosure and reasonable refund arrangements — are increasingly basic expectations of fair dealing. Observance of these practices should not depend on participation in a voluntary CaseTrust scheme. CASE will work with trade associations, their members and industry players to encourage broader adoption of basic consumer-friendly practices — including transparent pricing, fair contractual terms, proper disclosure and reasonable refund practices — whether or not a business seeks accreditation. Promotion by CASE of these basic good practices more broadly across industry sectors would raise the baseline. To do this, CASE will share a list of good practices drawn from their experience in CaseTrust with Trade associations and their members to help them adapt as good practices to suit their specific industry needs.

2

STRENGTHEN CASETRUST'S ADDED VALUE

CaseTrust accreditation will redefine itself to include more practices that serve to differentiate a quality firm, and which provide additional protections beyond the baseline. This will give CaseTrust clearer added value by recognising businesses that go beyond basic expectations. Depending on the sector, enhanced protections in CaseTrust could include stronger prepayment safeguards, additional cooling-off arrangements, standardised contracts, verified quality standards and other sector-specific measures. CaseTrust will be more meaningful where it signals tangible protections that go beyond ordinary expectations rather than comprising a mix of practices that consumers increasingly regard as basic. Insurance protection of certain prepayments will be strengthened. The credibility of the mark will depend on clear standards, visible monitoring, meaningful consequences for non-compliance and accessible recourse.

3

INCREASE VISIBILITY AND CLARITY

CASE will also review how the new CaseTrust scheme can attract suitable businesses in higher-risk sectors, make the protections attached to accreditation clearer and more visible to consumers, and strengthen monitoring, accountability and access to recourse.

This overall approach would enable CASE, trade associations and industry players to work together to facilitate industry-wide measures to establish an acceptable baseline across the market, while CaseTrust accreditation serves to provide an additional assurance signal for businesses that adopt stronger protections.

The Panel also notes CASE's strong push for CaseTrust accreditation to be made mandatory in sectors at high risk of prepayment losses, given the role that CaseTrust can play in helping consumers identify businesses that have adopted recognised standards and prepayment protection. The Panel understands that CASE intends to move towards this goal when the relevant sectors are ready and at the right time.

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Consumer risks in ticket resales for major entertainment events

OVERVIEW

≥722
Concert-ticket scam cases January–October 2025

≥S$615k
Reported losses January–October 2025

14.4%
Concert-ticket share of e-commerce scams in the first half of 2025

Singapore has become a prominent regional destination for concerts and major live entertainment events, attracting both local and international audiences. This supports its wider aim to be a regional entertainment and tourism hub. Tickets for popular major events tend to sell out quickly, leading consumers who are unsuccessful in the initial sale to hunt for resale tickets. Secondary resale is an established part of the ticketing market. It allows consumers who can no longer attend an event to transfer their tickets and gives others an opportunity to obtain tickets after the primary sale has ended.

The concern is not resale in itself, but that consumers seeking resale tickets to high-demand events may not have sufficiently safe and transparent channels through which to transact. Sales of resale ticket may be transacted through social media or other forms of advertisement, where monies may be exchanged for a resale ticket and where a buyer has no means to verify if the resale ticket is a genuine valid ticket that will grant him entry on the event day. The challenge is therefore to provide a recognised resale route that preserves legitimate transfers while improving verification, price transparency and accountability. Between January and October 2025, at least 722 concert-ticket scam cases were reported, with losses of at least S$615,000[75]. Concert tickets remained the single most common item involved in e-commerce scams in the first half of 2025, accounting for 14.4 per cent of such cases.

Scammers increasingly used platforms such as X and Xiaohongshu, alongside Telegram and Carousell for high-demand events, including BLACKPINK's Deadline World Tour and BTS-related concert news[76]. These scams commonly involve persons posing as legitimate ticket sellers and using deceptive means to establish credibility, such as relying on stolen images of genuine tickets or other fabricated proof of purchase. A buyer of such a resale ticket does not know whether he has a valid ticket until it is presented for entry at the show venue on event day.

Existing measures include public education, advisories issued by CASE and MHA in advance of ticket sales, platform restrictions, anti-scam initiatives and technical safeguards introduced by ticketing providers. These remain important but will not fully address situations where fans continue to pursue resale tickets in situations where there may be no authorised channels through which the authenticity of a resale ticket can be assured or authorised secure channels for payment of money.

X

Carousell

Xiaohongshu

Telegram

THE PANEL CONSIDERED THE TWO ISSUES SEPARATELY:

1. Whether ticketing providers and event organisers should adopt secure digital tickets with verified transfer mechanisms to improve ticket security and traceability
2. Whether the industry should expedite authorised resale platforms as a safer and more transparent alternative to informal resale

I. ONGOING CHALLENGES

The form in which a ticket is issued affects how easily it can be verified, transferred and protected against misuse.

Physical tickets

Physical tickets may be lost, damaged, copied or reproduced. Images of genuine tickets may also be used to support fraudulent listings, even where a seller does not possess a valid ticket.

Static electronic tickets

Similar risks may arise with static electronic tickets, such as downloadable PDF files, which can be copied or forwarded without the original purchaser losing access to them.



Photo of Ms Vanessa Paranjothy. Friendzone Youth Focus Group, 15 January 2026.

These vulnerabilities are particularly significant in informal resale transactions. A consumer may receive an image, screenshot or electronic copy that appears genuine, but may have no reliable way to determine whether the seller controls the ticket, whether it has already been transferred to another person or whether multiple copies remain in circulation.

II. WHY THIS MATTERS TO CONSUMERS

71% Used unofficial resale channels

Among respondents to the Panel's commissioned survey who used unofficial or alternative resale channels, 71 per cent had done so to obtain concert tickets (Annex L), indicating that this activity is concentrated in the part of the market where demand is often strongest.

However, it is not easy for a consumer on the lookout for a resale ticket to determine whether a seller is genuine and will deliver as promised, or whether a ticket is valid.

The risks are accentuated where resale transactions take place through social media, messaging applications or general online marketplaces.

77% Purchased via peer-to-peer transactions

Peer-to-peer arrangements are the main way in which these unofficial purchases take place. Among respondents who used unofficial or alternative channels for all types of event ticket purchases, 77 per cent purchased through peer-to-peer transactions, including online marketplaces and social media platforms.

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III. SAFEGUARDS AND ENFORCEMENT PRACTICES

Secure digital ticketing systems — where tickets are held within an authenticated account and transferred only through an official mechanism — can reduce and remove these risks. This is distinct from simply issuing tickets in digital form, which does not by itself provide controls over ownership, duplication or resale. Secure systems can create a record of ownership and transfer, allow the original ticket to be cancelled when it is transferred, and issue a new valid ticket to the purchaser.

PLATFORM SAFEGUARDS

Major ticketing platforms have increasingly adopted secure digital ticketing systems, particularly for high-demand events, reflecting a broader industry shift towards more secure and traceable systems. Ticketmaster, for instance, utilises paperless mobile ticketing accessed directly via the Ticketmaster SG App or integrated mobile wallets[77], while SISTIC's ticketing framework includes dynamic barcodes for high-demand events that update periodically and cannot be printed or captured via static screenshots[78].

Secure digital ticketing is not, however, inherently secure merely because a ticket is supplied electronically. A freely transferable PDF ticket may retain many of the vulnerabilities of a physical ticket. The consumer protection benefit arises principally where the ticket is linked to an authenticated account and supported by controlled, traceable transfer functions through centralised platforms and electronic records. Hence sales of tickets for major concerts have been preceded by warnings from MHA and CASE on the risks of purchasing tickets from unauthorised sellers, underscoring the value of authenticated and traceable systems.



Ticketmaster Industry Visit, 29 May 2026

Two-factor authentication (2FA) helps prevent unauthorised access to ticketing accounts, while verified digital transfers create a traceable record of who may use or transfer a ticket. Ticketmaster, for instance, only allows tickets to be transferred between registered Ticketmaster SG accounts via a unique, single-use transfer code[79]. Once accepted by the recipient's authenticated account, the original barcode is permanently revoked, and a new dynamic token is generated for the recipient.

The combination of traceable and secure digital tickets and 2FA can reduce ticket duplication and make it harder for scammers, bot operators and scalpers to exploit the ticketing system.

IV. OVERSEAS APPROACHES TO DIGITAL TICKET SECURITY AND TRACEABILITY

Overseas ticketing systems increasingly combine identity verification, closed-loop transfers and dynamic entry credentials to preserve a continuous record of who controls a ticket. The common objective is not merely to digitise the ticket, but to prevent a valid credential from being copied, sold repeatedly or transferred outside the platform without detection.

JAPAN

TICKET PIA AND LAWSON TICKETS

In Japan, major primary ticketing operators such as Ticket Pia and Lawson Ticket require purchasers to verify their accounts using a Japanese mobile number, typically through SMS-based two-factor authentication, or through a dedicated electronic-ticket application.

For some events, the ticket remains linked to the registered purchaser, mobile device or account name. At entry, the ticket may display live animation or other changing visual features, while identity checks may be carried out against the name registered in the ticketing account. This makes it harder for a copied image or static screenshot to be used as a substitute for the live ticket held by the authenticated purchaser.

Purchasers verify mobile numbers with 2FA → **Ticket is linked to registered purchaser** → **Ticket displays live animation**

UNITED STATES / INTERNATIONAL

AXS AND TICKETMASTER

AXS, a ticketing operator originating in the United States and used in several international markets, applies a closed-loop transfer model through its mobile application.

The sender transfers the ticket to a recipient identified by email address or mobile number. The recipient must accept the transfer through an authenticated AXS account, after which the original ticket is invalidated and a new ticket is issued within the recipient's application. The entry barcode refreshes automatically, approximately every 59 seconds, so screenshots and printed copies do not function as valid substitutes at the venue. The transfer is therefore recorded within the ticketing system, while only the current holder retains an active credential.

Original ticket invalidated → **New ticket issued to current holder**

FACE VALUE EXCHANGE

Ticketmaster's Face Value Exchange[80], available for eligible events in markets including the United States, integrates resale directly into the purchaser's primary ticketing account. The seller cannot set a higher price; the platform fixes the listing at the original price paid and transfers the ticket within Ticketmaster once purchased. This verifies that the ticket exists, prevents additional mark-ups and reduces reliance on external resale sites.

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UNITED KINGDOM

DICE, MOBILE TICKETING PLATFORM

DICE, a United Kingdom-based mobile ticketing platform, similarly links each account to a mobile device and telephone number through mandatory SMS one-time-password verification. Tickets are not issued as static PDFs or external QR codes. Transfers must take place within the DICE application to a recipient whose account is linked to the selected mobile number. The entry code remains unavailable until shortly before the event, reducing the period during which it can be copied or misused.

DICE also integrates resale into the same closed system. Where an event is sold out and a waiting list is enabled, a ticket returned by an existing holder can be reallocated automatically to another verified user. The ticket does not pass through an external resale platform, and the transaction may be completed at a capped or face-value price determined within the system. This reduces both the opportunity for duplicate sales and the incentive to divert tickets into higher-risk third-party markets.



REGULATED CHANNELS FOR VENUES WITH CAPACITY

>5,000

Italy adopts a more regulated approach for large events. For venues with capacities exceeding 5,000, tickets are generally personalised with the attendee's name[81]. Resale or a change of name must take place through government-regulated channels that update the registered attendee and maintain an official record of the transfer.

COMMON LESSONS

The approaches preserve legitimate resale while reducing reliance on anonymous peer-to-peer transactions. They also show that authorised resale can be designed to improve security and transparency without prohibiting consumers from transferring tickets they can no longer use. These overseas approaches show that digital ticketing security depends on the architecture surrounding the ticket. Greater security and traceability arise when authentication, controlled transfer, credential invalidation and platform-based resale operate as an integrated system.

Recommendation #5

Industry to adopt secure digital tickets for major concerts and high-demand events and to expedite the roll-out of authorised resale platforms to address ticketing scams

THE PANEL RECOMMENDS THAT

1

ADOPT SECURE DIGITAL TICKETS AS THE DEFAULT

Ticketing providers and event organisers adopt secure digital tickets as the default for major concerts and other high-demand events, where scam or unauthorised resale risks are significant. Such systems should, where appropriate, combine verified ticket-holder accounts and two-factor authentication with dynamic or periodically refreshed entry credentials. Physical tickets and freely transferable static electronic tickets should be progressively phased out in favour of secure digital tickets linked to authenticated accounts.

2

PRIORITISE THE INTRODUCTION OF AUTHORISED RESALE PLATFORMS

Official ticketing service providers prioritise the introduction of authorised resale platforms operated by them as the original ticket seller for major concerts and other high-demand live events in Singapore to address ticket scams.

TICKET INTEGRITY AND TRANSPARENT PRICING

A well-designed digital ticketing system incorporating an authorised resale platform for secure digital tickets would preserve the integrity of the ticketing chain by verifying the ticket, invalidating the original credential and issuing a new credential to the purchaser. This would reduce the risk of duplicate sales and provide a clearer record of ownership and transfer.

Such a system would also improve transparency in the secondary market. Consumers would be able to view the original ticket price, resale price and all applicable fees before making a purchase. Event organisers and ticketing providers could also set appropriate resale conditions, including limits on permissible resale prices, thereby helping to curb ticket scalping.



Photo of Professor Euston Quah. Discussion on secure digital tickets, September 2026.

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Recommendation #5

Consumer support for stronger ticketing systems

TRACEABILITY AND PRACTICAL ASSISTANCE

Transfers should take place through official, traceable mechanisms that prevent unauthorised duplication, invalidate and reissue transferred tickets, and maintain records of ownership and transfer. Providers should also establish procedures to restore ticket access when consumers lose their devices or account credentials, alongside accessible assistance for technical difficulties.

The transition and implementation should be supported by clear consumer information and practical assistance, particularly for consumers who are less digitally confident. Some ticketing providers already use authenticated accounts, controlled transfer mechanisms and dynamic entry credentials to reduce the risks of scams, ticket duplication and invalid tickets. These existing safeguards provide a practical foundation for wider adoption of secure digital ticketing and authorised resale platforms.

CONSUMER SUPPORT FOR...

≈75%

Supported digital tickets with verified transfers

79%

Supported two-factor authentication

AMONG THEIR THREE HIGHEST-PRIORITY SAFEGUARDS

>70%

Digital tickets

≈60%

Authorised resale platforms

Consumer support for strengthened ticketing measures is strong. Approximately 75 per cent of respondents in the public consultation **Annex M)** supported digital tickets with verified transfer mechanisms, while more than 70 per cent placed digital tickets among their three highest-priority safeguards. Support for two-factor authentication was higher still, at 79 per cent. Approximately 60 per cent of respondents ranked authorised resale platforms among their three highest-priority safeguards. Participants generally regarded such platforms as safer and more trustworthy than informal arrangements, and some were willing to pay a modest premium for that assurance.

The Government should continue facilitating discussions among ticketing providers, event organisers, venues and other relevant stakeholders to expedite implementation and address technical and commercial barriers.

The Panel also recognises that stronger digital ticketing systems may not be proportionate for every event. The recommendation is intended primarily for major or high-demand events where scams and unauthorised resale risks are greater, rather than smaller events where the cost and complexity may not be justified.

Improving access to consumer recourse

OVERVIEW

Ensuring that consumers can obtain practical and proportionate redress is a central part of an effective consumer protection framework. The Panel therefore examined access to recourse mechanisms, with particular focus on the Small Claims Tribunals (SCT), given their role as an accessible forum for resolving lower-value consumer disputes that may not be economical to pursue through ordinary court proceedings.

The SCT sits within a broader dispute-resolution landscape that includes formal alternative dispute resolution channels, such as mediation and arbitration, as well as informal mechanisms such as e-commerce platform-based dispute resolution processes. Within this landscape, the SCT provides a relatively quick, informal and low-cost forum for resolving civil disputes within its jurisdiction.

For many consumers, this makes the SCT an important bridge between informal complaint resolution and more costly forms of formal adjudication. Parties generally represent themselves, and the process places substantial emphasis on consultation and amicable settlement. The SCT Act states that a tribunal's primary function is "to attempt to bring parties to a dispute to an agreed settlement." A tribunal will "determine the dispute according to the substantial merits and justice of the case" where it appears to a tribunal that it is impossible to reach a settlement.

Informal complaint mechanisms — **Small Claims Tribunals** — **More costly formal adjudication**

The Panel identified two barriers or limitations to effective access.

1

MONETARY LIMITS AND STATUTORY CASE COVERAGE

First, the SCT's existing monetary limits and statutory case coverage may exclude some disputes that are suitable for a simplified tribunal process. Consumers may have to abandon part of a claim, obtain the other party's consent, or pursue a more costly avenue of recourse. Newer forms of consumer transactions may also give rise to disputes that do not fall clearly within existing case categories.

2

CONTRACTUAL TERMS AND UNCERTAINTY ABOUT RECOURSE

Second, consumers may encounter standard contractual terms that require or appear to require disputes to be resolved through arbitration or another forum instead of the SCT. Where the legal effect of such terms depends on the circumstances, they may create uncertainty or deter consumers from pursuing claims that would otherwise be eligible for the SCT.

The Panel therefore considered how access to the SCT could be strengthened, including by reviewing its monetary jurisdiction and case coverage as a priority, and by addressing contractual terms or other barriers that may discourage or prevent consumers from bringing otherwise eligible claims. The aim is to ensure that the SCT remains a practical and accessible avenue of recourse as consumer transactions and dispute patterns evolve.

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Limits of the SCT's monetary jurisdiction and case coverage

I. ONGOING CHALLENGES

Current

S$20,000
Standard claim limit

S$30,000
With all parties' written consent

The SCT were established on 1 February 1985, following feedback and advocacy from CASE[82], to improve access to justice for relatively minor civil disputes between consumers and suppliers[83]. They provide a quick, informal and cost-effective forum for specified claims, including eligible disputes arising from contracts for the sale of goods or provision of services, as well as short-term residential tenancy disputes. The SCT currently hears claims of up to S$20,000, or up to S$30,000 where all parties provide written consent[84].

Its procedures are designed to preserve this accessibility. Parties generally represent themselves without lawyers, while tribunal judges take an active role in managing cases, identifying the key issues in dispute and facilitating amicable resolution, where possible.

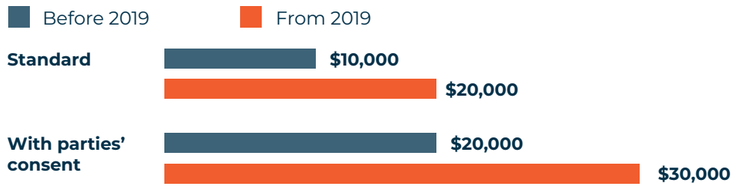
Self-representation

Active tribunal judges

Amicable resolution

The SCT is particularly important for disputes where the amount at stake may not justify the cost and complexity of ordinary civil proceedings. Its effectiveness may be lessened if its monetary limits and case coverage no longer reflect the disputes consumers encounter in practice.

SCT MONETARY LIMITS (S$)



The SCT's monetary jurisdiction has been periodically revised. The most recent increase was legislated in 2018[85] and took effect in 2019, when the standard limit was raised from S$10,000 to S$20,000 and the extended limit by consent of parties, from S$20,000 to S$30,000.

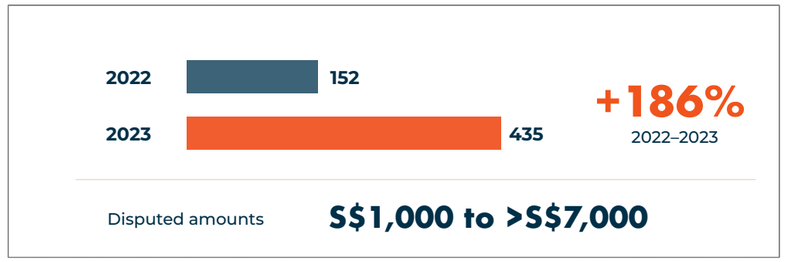
Previous reviews of the SCT's monetary jurisdiction have taken into account considerations including inflation and the rising cost of living[86], the proportionality of pursuing lower-value claims through ordinary civil proceedings, tribunal capacity and the ability of the SCT to manage potentially more complex higher-value claims[87].

I. ONGOING CHALLENGES

Since 2018, however, the value and nature of consumer transactions have continued to change. Periods of higher inflation caused by the COVID-19 pandemic and the rise in global oil prices arising from geopolitical conflicts have increased the nominal value of goods and services, while consumers increasingly enter into higher-value transactions in areas such as renovation, mobility and other services. Some disputes may therefore remain relatively straightforward in substance but exceed the monetary limits.

Consumers with claims above the applicable limit may abandon the excess amount to bring a dispute within the SCT's jurisdiction. Where the amount forgone is substantial, this may make pursuing the claim unattractive. For claims exceeding S$20,000, access to the higher S$30,000 limit generally requires the parties' consent.

CAR-SHARING AND VEHICLE-RENTAL COMPLAINTS



The Panel also examined whether the statutory categories of claims heard by the SCT adequately reflect newer forms of consumer activity. Car-sharing and vehicle-rental disputes are one example. CASE received 435 complaints involving these services in 2023, up 186 per cent from 152 in 2022[88]. Common disputes concerned alleged vehicle damage, withheld deposits and repair charges, with amounts often ranging from S$1,000 to more than S$7,000[89].

Vehicle damage

Deposits

Repair charges



Vehicle Rental Association Singapore Industry Visit, 14 April 2026.

Although the SCT may hear eligible contractual claims involving services, Section 5 of the Small Claims Tribunals Act 1984 excludes property-damage claims arising from the use of a motor vehicle[90]. This may not have been intended to cover disputes relating to "car-sharing" arrangements, where a business and a hirer are not able to agree on the refund of a deposit or a repair charge for minor damage to a car not arising from a motor accident.

Taken together, these developments raise a broader question about whether the SCT's present monetary limits and case boundaries continue to reflect the disputes for which a simple, low-cost tribunal process is most needed.

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II. WHY THIS MATTERS TO CONSUMERS

The value of a consumer right depends on whether it can be enforced at proportionate cost. This consideration was central to the SCT's establishment. The same principle remains relevant when assessing whether the SCT's monetary limits continue to reflect current consumer disputes. Where an SCT claim is unavailable because of the monetary limit, the need for a respondent's consent or uncertainty over case coverage, a consumer may instead reduce the claim, pursue a more costly process or abandon it altogether.

CONSIDERED FILING BUT DID NOT PROCEED

1,014 respondents

≈42%
Claim exceeded S$30,000

29%
Difficulty obtaining consent for claims between S$20,000 and S$30,000

The commissioned consumer survey (Annex N) indicates that this is not merely a theoretical concern. Among 1,014 respondents who had considered filing an SCT claim but did not proceed, approximately 42 per cent said that their claim exceeded the S$30,000 limit. A further 29 per cent cited difficulty obtaining the other party's consent for claims between S$20,000 and S$30,000.

LIMITED KNOWLEDGE OR NO PRIOR FILING EXPERIENCE

≈41% Most disputes fall within existing limits

≈26% Many disputes exceed limits

>60% Limits insufficient or adequacy uncertain

Broader perceptions point in the same direction. Among respondents with limited knowledge of the SCT or no prior filing experience, only about 41 per cent considered that most disputes would fall within the existing limits, while approximately 26 per cent believed that many would exceed them. More than 60 per cent either regarded the current limits as insufficient or were unsure whether they were adequate.

SUCCESSFULLY FILED

≈90%
Did not need to reduce their claim to fit within the applicable limit

At the same time, the evidence suggests that the SCT continues to work well for many claims that reach the filing stage. Around 90 per cent of respondents who had successfully filed said that they did not need to reduce their claim to fit within the applicable limit. The concern is therefore not that the SCT is generally ineffective, but that a segment of consumers may be screened out before they can make use of it.

This gap can become a consumer protection concern where the cost of enforcing a right is disproportionate to the value of the dispute. Car-sharing and vehicle-rental claims illustrate the problem. A consumer disputing a S$1,500 deposit deduction or a S$5,000 repair charge may face a claim value too small to justify ordinary civil proceedings, yet face uncertainty over whether the dispute falls within the SCT because it turns on alleged motor-vehicle damage.

Where no proportionate forum is clearly available, the practical result may be that the claim is never tested on its merits. Over time, such gaps may weaken the deterrent effect of consumer rights and reduce confidence that redress is realistically available when disputes arise.

III. EXISTING MEASURES TO ENSURE ACCESSIBILITY OF THE SCT

The SCT already incorporate several features intended to preserve accessibility and proportionality.

ACCESS TO THE SCT

Parties generally appear without lawyers, with tribunal judges actively managing proceedings and facilitating settlement where appropriate.

Subject to the tribunal's approval, an individual who is unable to present a case because of youth or old age, illiteracy, infirmity of mind or body, or residence outside Singapore may apply for another person or CASE to act as a representative.

Claimants may also abandon the portion of a claim exceeding the applicable jurisdictional limit. This enables a consumer to retain access to the SCT where the consumer is willing to forgo recovery of the excess amount.

LIMITS AND ALTERNATIVE AVENUES

These safeguards, however, do not fully address the limitations identified by the Panel.

The ability to abandon part of a claim may be of limited practical value where the excess is substantial. The consent-based limit also depends on the cooperation of the respondent, which may not be forthcoming once a dispute has arisen. Alternative avenues are available.

Consumers may seek assistance from CASE, communicate directly with the business or attempt mediation before commencing formal proceedings. These processes can resolve disputes without adjudication, but generally depend on the business's willingness to participate and comply.

CASE **Business** **Mediation**

ENFORCEMENT AND RECOVERY

Proposed

Civil Judgment Enforcement Officers

Where a consumer succeeds before the SCT, the order may require separate enforcement steps if the respondent does not comply voluntarily. The Ministry of Law has announced plans to introduce legislation to simplify civil judgment enforcement and create Civil Judgment Enforcement Officers to assist parties in enforcing civil judgments[91].

These proposed changes may improve the practical effectiveness of SCT orders. They will not ensure recovery in every case, particularly where a respondent has no identifiable assets or has ceased operating.

Any expansion of the SCT's monetary jurisdiction should therefore be accompanied by monitoring of tribunal capacity, case duration and enforcement outcomes.

Tribunal capacity **Case duration** **Enforcement outcomes**

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IV. OVERSEAS APPROACHES TO EXPANDING SMALL CLAIMS JURISDICTION AND CASE COVERAGE

Overseas jurisdictions have periodically increased the monetary limits of simplified consumer dispute-resolution forums to reflect changes in transaction values and the scope of consumer law.

NEW SOUTH WALES, AUSTRALIA

ALIGNING THE CLAIM LIMIT WITH CONSUMER LAW

In New South Wales, Australia, the monetary limit for consumer claims before the New South Wales Civil and Administrative Tribunal was increased from A$40,000 to A$100,000 in 2022[92]. The change aligned the tribunal's consumer-claim jurisdiction with the relevant monetary threshold under the Australian Consumer Law.



Study trip to Australia. Picture above shows discussion with Legal Aid NSW, 17 April 2026.

Previous limit
A$40,000
Increased in 2022

→

Revised limit
A$100,000

ONTARIO, CANADA

CLOSING THE 'JUSTICE GAP'

In Ontario, Canada, the jurisdiction of the Small Claims Court, a branch of the Superior Court of Justice, was expanded from CAD $35,000 to CAD $50,000 in 2025[93]. The reform aimed to close the "justice gap" by diverting mid-value commercial, contract, and property disputes away from formal Superior Court litigation—where legal fees often eclipse the amount in dispute—into a streamlined, summary forum featuring mandatory settlement conferences and limited pre-trial motions.[94]

Previous limit
CAD $35,000
Expanded in 2025

→

Revised limit
CAD $50,000

NEW ZEALAND

DOUBLING THE CLAIM LIMIT

Under the Disputes Tribunal Amendment Act 2025, New Zealand doubled the claim limit of its lawyer-free Disputes Tribunal from NZD $30,000 to NZD $60,000[95].

Previous limit
NZD $30,000
Disputes Tribunal Amendment Act 2025

→

Revised limit
NZD $60,000

VICTORIA, AUSTRALIA

STATUTORY CONSUMER GUARANTEES

In Victoria, Australia, disputes regarding motor vehicle rentals, car-sharing services, and security deposits are directly adjudicated under the Victorian Civil and Administrative Tribunal (VCAT) Civil Claims List[96].

VCAT applies statutory consumer guarantees and unfair contract term protections to resolve deposit withholdings informally without requiring representation by lawyers.

UNITED KINGDOM

SMALL CLAIMS TRACK

Similarly, in the United Kingdom, consumer disputes arising from vehicle hire, peer-to-peer car rental services, and vehicle security deposits are addressed through a dual-track approach. Minor contractual claims up to £10,000 can be processed via the HM Courts & Tribunals Service (HMCTS) Small Claims Track[97].

Concurrently, sector-specific disputes, such as unexpected damage charges or held deposits by car-hire and mobility providers, are routed through government-approved Alternative Dispute Resolution (ADR) bodies, such as The Motor Ombudsman, operating under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.[98]

This model ensures that specialised industry knowledge is applied to mobility transactions without cluttering the ordinary courts or forcing consumers to absorb disproportionate legal costs.

LESSONS FOR SINGAPORE

These examples demonstrate that other jurisdictions have periodically adjusted the monetary jurisdiction of simplified dispute-resolution forums as transaction values and access-to-justice considerations evolve. They also show that materially higher limits can operate within simplified adjudicative frameworks. It does not follow that the same threshold would be appropriate for Singapore. Differences in tribunal procedures, legal representation, staffing, case complexity and the relationship between the tribunal and the ordinary courts must be taken into account.

The more general lesson is that the jurisdiction of an accessible consumer forum should be reviewed periodically. If monetary limits remain unchanged while transaction values rise, the practical scope of the forum may gradually narrow.

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Recommendation #6

Increase the SCT's monetary jurisdiction and expand eligible case types

THE PANEL RECOMMENDS THAT

1 **INCREASE THE MONETARY JURISDICTION**

the Government increase the standard monetary jurisdiction of the Small Claims Tribunals from S$20,000 to S$30,000 and increase the consent-based jurisdiction from S$30,000 to S$60,000; and

2 **REVIEW AND EXPAND CATEGORIES OF ELIGIBLE CLAIMS**

the Government review and expand the categories of claims eligible to be heard by the SCT to reflect emerging consumer transactions, including appropriate disputes involving car-sharing services and deposits paid under vehicle-rental contracts.

WHAT TYPES OF CASES SHOULD BE ELIGIBLE?

The proposed expansion of eligible case types should be guided by whether disputes are suitable for a simplified tribunal process, rather than solely on the fact that complaints have arisen in a particular sector.

Car-sharing and vehicle-rental disputes are well suited to the SCT where they concern recurring and relatively standardised issues, such as withheld deposits, disputed damage charges and refunds. In defining the expanded scope, the Government could be guided by feedback and consultation with industry players and consumers.

Survey findings also indicate that the SCT's monetary limits are a practical barrier, rather than merely a matter of general perception. These limits were frequently cited by consumers who had considered filing a claim but ultimately did not proceed.

Contractual barriers to accessing the SCT

I. ONGOING CHALLENGES

Even where a claim falls within the SCT's formal scope, consumers may still face practical barriers.

TERMS AND DISPROPORTIONATE COSTS

Some standard consumer contracts prescribe particular dispute-resolution processes or forums. Where these arrangements preclude an otherwise eligible SCT claim, they create a practical barrier to recourse. There is, however, no issue where alternative dispute resolution options such as mediation are prescribed before resort to litigation.

Arbitration and other formal dispute-resolution processes serve important functions, especially for complex, high-value or cross-border disputes, but their cost and procedural demands may be disproportionate to the value of an ordinary consumer claim. Administrative fees, tribunal costs and the possible need for professional assistance may discourage consumers from pursuing relatively modest losses.

If consumers understand their contractual arrangements as preventing them from using the SCT, they may abandon a claim even where that forum would otherwise provide an accessible and proportionate means of resolving the dispute.

DIGITAL SIGN UP AND DISPUTE TERMS



The risk may be particularly significant in digital transactions. Consumers generally accept standard terms by clicking an acceptance box to sign up to use a service, failing which they will not be allowed to use the service.

The Panel's brief review of standard user agreements of some major digital platforms disclose that it is sometimes prescribed that users and the platform are required to resolve their dispute through arbitration alone. Such arbitration clauses were identified in the Singapore terms and conditions of online platforms such as Amazon Singapore, Shopee, Lazada, Grab and PayPal.

AMAZON USER AGREEMENTS

In a Bloomberg article carried in the Straits Times on 17 August 2026, it was reported that **Amazon.com had reintroduced a clause in its user agreement in the USA, that sought to prevent shoppers from filing class-action lawsuits against the online retailer by inserting an arbitration only dispute resolution option,** that it had removed five years ago in 2021. Amazon was reported to have said that they had determined that reinstating the arbitration clause would offer customers a fast cost-effective way to resolve disputes while giving customers the option of going to small claims court[99]. However, unlike the USA user agreement, a Singapore user seeking recourse does not have the option to go to the SCT[100].

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Contractual barriers to accessing the SCT

II. WHY THIS MATTERS TO CONSUMERS

CONTRACTUAL UNCERTAINTY

A consumer who encounters a contractual clause requiring disputes to be resolved through binding arbitration may assume that they cannot bring a claim before the SCT.

The consumer may lack the legal knowledge or resources to determine whether the clause is valid, applicable or enforceable.

Binding arbitration clause → **Assumed restriction on SCT access**

CONSUMER SURVEY

≈61% **considered it common or very common for contracts to contain clauses limiting access to the SCT**

The consumer survey commissioned by the panel **(Annex N)** suggests that contractual restrictions are perceived to be relatively common. Among respondents who were aware of the SCT, had filed an SCT claim or had considered doing so, approximately 61 per cent considered it common or very common for contracts to contain clauses limiting access to the SCT.





SCT Open House, 10 December 2025.

III. EXISTING SAFEGUARDS AND ENFORCEMENT MECHANISMS

Singapore law already provides some protection against contractual terms that improperly restrict consumer remedies or access to adjudication.

CPFTA

The CPFTA provides that its provisions prevail despite any agreement to the contrary, and that any contractual term is void to the extent that it is inconsistent with the Act. This prevents businesses from contracting out of the Act or the consumer rights and remedies it confers[101].

The CPFTA also states the jurisdiction and powers of the Singapore courts, including the SCT, in hearing and determining claims under the Act.

COURTS AND COMMON LAW

General common law principles may invalidate contractual terms that wholly exclude access to the courts or another legally available adjudicative process on grounds of public policy[102].

UNFAIR CONTRACT TERMS ACT

The Unfair Contract Terms Act may also restrict a business's reliance on unreasonable terms that exclude or limit liability in standard-form consumer contracts[103].

However, these protections are dispersed across different statutes and common law rules, and their application may depend on the wording of the contractual term and the circumstances of the dispute. Without clear guidance, consumers may find it difficult to understand their rights and determine whether they can pursue a claim. Such uncertainty may deter consumers from seeking redress, particularly for claims of modest value.

TR76:2025 — MERCHANT DISPUTES

TR76:2025 also provides guidance on dispute resolution in e-commerce. It states that e-marketplaces and e-retailers should have suitable dispute resolution mechanisms appropriate to the nature, scale and scope of their businesses to handle disputes relating to their merchants. E-marketplaces and e-retailers should not prevent merchants from seeking recourse through an applicable court, tribunal or external dispute resolution process if the internal dispute resolution process fails to resolve the dispute.

TR76:2025 — CONSUMER DISPUTES

For disputes involving consumers, TR76:2025 provides that **e-marketplaces and e-retailers should establish clear dispute resolution policies and** processes to facilitate dispute resolution related to e-commerce transactions completed on their platforms. However, such policies and practices do not override the jurisdiction of applicable courts and tribunals. Such dispute resolutions may be in-house or outsourced to a competent third party provider. It is also stated that in Singapore, users can also refer to Standard Dispute Management Framework for E-Marketplaces by the Consumers Association of Singapore.

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IV. OVERSEAS APPROACHES TO MANDATORY DISPUTE-RESOLUTION CLAUSES

Overseas consumer protection regimes take explicit statutory approaches to prevent businesses from using mandatory arbitration or exclusive forum terms to block access to public tribunals.

EUROPEAN UNION

In the European Union, the Unfair Terms Directive treats non-negotiated terms that exclude or hinder a consumer's right to take legal action as potentially unfair, including terms requiring disputes to be referred exclusively to arbitration outside the applicable legal framework. Unfair terms are not binding on consumers, and European case law requires national courts, in appropriate proceedings, to examine such terms even where the consumer has not raised the issue[104].

UNITED KINGDOM

The United Kingdom applies the same broader unfair-terms framework but provides an additional safeguard for low-value disputes. Under section 91 of the Arbitration Act 1996[105], a consumer arbitration agreement is treated as unfair insofar as it applies to a monetary claim below a threshold prescribed by legislation. This prevents businesses from requiring modest consumer claims to proceed through arbitration merely because the requirement appears in the contract[106].

AUSTRALIA

Australia addresses the issue through its statutory unfair-contract-terms regime[107]. A term in a standard-form consumer contract may be void where it causes a significant imbalance, is not reasonably necessary to protect the business's legitimate interests and would cause detriment if applied. Since 9 November 2023, proposing, applying or relying on an unfair term is itself prohibited and may attract severe civil penalties[108]. This enables regulators to intervene against unfair dispute-resolution terms without leaving each consumer to challenge the clause individually.

JAPAN

Under Japanese consumer law, contractual provisions that unilaterally prejudice consumer interests are declared null and void[109]. To ensure procedural fairness, specific arbitration provisions grant consumers a statutory right to unilaterally cancel pre-dispute arbitration agreements once a dispute arises, allowing them to bypass private arbitration completely and proceed directly to public courts[110].

COMMON LESSONS

These approaches differ in design but reflect a common principle: a non-negotiated pre-dispute term should not make proportionate public recourse practically unavailable. They also demonstrate that preserving access to the SCT need not exclude voluntary arbitration after a dispute has arisen.

Recommendation #7

Review contractual barriers to accessing the SCT

THE PANEL RECOMMENDS

1

REVIEW EXISTING LEGAL FRAMEWORKS

A review of whether the existing legal framework adequately protects consumers against contractual terms in standard-form contracts that may impede their access to courts, tribunals or external dispute resolution processes, with reforms to be introduced where necessary.

ARBITRATION CLAUSES

An arbitration clause that precludes access to a court for consumer-type claims is different in substance and intent from a dispute resolution clause, where parties agree to first attempt mediation before commencing an action in court.

The legislature's intent to facilitate access to mediation or assistance from a neutral third party is reflected in Section 12 of the SCT Act. The tribunal's primary function is "to attempt to bring parties to a dispute to an agreed settlement" and that it will only determine a case on its merits and the justice of a case, where it appears to a tribunal, that it is impossible to reach a settlement.

The Panel also recognises e-commerce platforms often provide their own dispute resolution processes. Such avenues should continue to be available and encouraged as accessible means of resolving consumer disputes. Where informal resolution is unsuccessful, however, consumers should retain practical access to an appropriate formal avenue of recourse.

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Bringing the recommendations together

STRENGTHENING CONSUMER PROTECTION ALL WAYS OF THE JOURNEY

Taken together, the Panel's recommendations seek to strengthen consumer protection at different stages of the consumer journey, from how products and services are marketed and sold, to the safeguards available when consumers make financial commitments and the avenues for recourse when disputes arise. They reflect a balanced approach that combines proportionate regulatory intervention with industry responsibility, consumer empowerment and accessible redress.

How products and services are marketed and sold → **Safeguards available when making financial commitments** → **Recourse when disputes arise**

A BALANCED APPROACH

- **Proportionate regulatory intervention**
- **Industry responsibility**
- **Consumer empowerment**
- **Accessible redress**

LOOKING AHEAD TO CHAPTER 5

While these recommendations address specific concerns identified through the Panel's review, Singapore's consumer landscape will continue to evolve. New technologies, business models and consumer practices may give rise to challenges that extend beyond the immediate scope of this Review. Chapter 5 looks ahead to consider these emerging developments and how Singapore's consumer protection and fair-trading framework can remain relevant, responsive and effective in the years ahead.

CHAPTER 05

The Future of Consumer Protection and Fair Trading in Singapor



Price Kaki Roadshow,
28 February 2026

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Preparing for a more complex consumer landscape

The research by the Panel and its subsequent recommendations outlined in this report respond principally to consumer issues that can already be identified and substantiated. The consumer landscape will continue to change, and some developments are still too new for the Panel to assess meaningfully within the scope of this Review.

AI AND THE CONSUMER JOURNEY



AI is already changing how consumers search, compare, receive recommendations and make purchasing decisions on a daily basis. Increasingly autonomous systems may eventually negotiate or transact on a consumer's behalf, while AI-enabled personalisation allows businesses to tailor prices, recommendations, advertising and sales prompts to individual consumers, potentially in real time. These developments may make questions of consent and responsibility more difficult to resolve, particularly where consumers do not know why particular content, choices or prices have been presented to them.

AI AND BUSINESS OPERATIONS



Businesses are also increasingly using AI to analyse consumer purchasing patterns and tailor their offerings on e-commerce platforms and websites. Beyond this, specialised AI agents can automate and coordinate business operations across different systems, from forecasting demand and optimising inventory to replenishing stock and planning delivery routes. These capabilities can improve operational efficiency and free up time for businesses to devote to consumer attention and respond more quickly to changing consumer demand.

CONTINUING HORIZON SCANNING

Complaint trends, technological developments, overseas experience and changes in business dynamics should inform continuing horizon scanning, supported where relevant, by engagement with consumers, industry, researchers and other regulators. Increasingly complex markets may also require specialised expertise and capabilities to identify emerging risks and determine appropriate responses.

Keeping the consumer protection and fair trading framework dynamic

THE ROLE OF CONSUMER EDUCATION

How can effective consumer education be provided?

Consumer education is not unidimensional. It embraces many aspects, such as cultivating "awareness", "observation", "understanding", "discernment" and "judgment."



RECOGNISING PATTERNS OF INFLUENCE

Instead of focusing on individual unfair practices, consumer education should help people recognise their motivations as a consumer and the underlying techniques used to influence their decisions to buy. Consumers, who understand recurring patterns across different businesses will know what to look out for, to pause, question claims, ask for information and make informed choices.

Consumer education should therefore also help people recognise recurring patterns of influence in addition to focusing on specific types of scams or prohibited practices.

ACROSS DIFFERENT SETTINGS



Pressure selling and dark patterns online are, in essence, what consumers may encounter in different settings. A consumer may be subject to "pressure selling" in a bricks and mortar store. An online consumer may face the online version of false urgency and scarcity claims, subscription traps, hidden costs and drip pricing, add-ons, fake reviews and rankings.

ACTIVE LEARNING AND CONSUMER CONFIDENCE

Consumer education is not a one-way exercise in disseminating information. Consumers need to be active and committed participants in their own learning and provided with opportunity to give feedback on information or skills that they feel they need. A consumer need to grow to be a confident consumer, who will ask for clarification, information or seemingly simple questions to clarify a sales pitch without being concerned that he might be perceived as "ignorant".

COORDINATED AND TARGETED PUBLIC EDUCATION

Looking ahead, the challenge is not simply what information to provide but how consumer education can be delivered effectively in an increasingly crowded information environment. The Singapore Police Force's approach to scam prevention demonstrates the value of sustained, coordinated and targeted public education. Similar principles could be explored in the general consumer protection context. For instance, consumers may face like behavioural triggers across different issues, such as scams, dark patterns and misleading sales practices, where consumer decisions are influenced by a fear of loss or fear of missing out. Greater coordination in education across public agencies would help consumers recognise these underlying behaviour patterns and help them develop discernment and decision making skills, that are transferable across different consumer "risk" situations.

TAILORED TO DIFFERENT AUDIENCES

Consumer education could also be better tailored to the needs of different demographic groups and delivered through trusted and receptive communication channels. This may include incorporating consumer literacy in school curricula, involving youths in the creation of engaging and entertaining educational content, leveraging peer-to-peer outreach among seniors and partnering specialised agencies to reach vulnerable groups. Centrally developed educational resources or resources already developed by an agency, can be adapted for different audiences to improve consistency in messaging, whilst ensuring that messages to remain relevant and accessible.



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EASIER ACCESS TO INFORMATION

Common entry point | **Clearer referrals** | **Agency collaboration**

Finally, there may be merit in exploring a more coordinated approach to public education and information access, whether through a common entry point for consumers, clearer referral arrangements or other collaboration, that help consumers navigate available information and assistance across agencies. Such arrangements would improve accessibility, reduce duplication and make more effective use of public resources, while respecting the individual mandates of each agency.

CASE seeks to address this by coupling wider industry participation with robust accreditation standards and greater consumer awareness, so that accreditation serves not merely as a risk-mitigation mechanism, but also as a trusted market signal to help consumers make more informed choices.

SUSTAINED ENGAGEMENT, COORDINATION AND PERIODIC REVIEW

Periodic review of the wider consumer protection framework will remain important. This Panel has had the opportunity to step back from individual complaints and regulatory developments to examine the framework as a whole. Similar independent reviews at regular intervals could provide a structured opportunity to assess whether Singapore's laws, institutional capabilities and approaches to consumer empowerment remain suited to changing market conditions.

PERIODIC REVIEW

Keeping the framework suited to changing market conditions

Laws | **Institutional capabilities** | **Consumer empowerment**

RESPONDING AS MARKETS EVOLVE

The experience of this review underscores that consumer protection cannot remain static while markets continue to evolve. The recommendations in this report seek to address the challenges already facing Singapore while strengthening the foundations for responding to those that lie ahead. This requires a continuing commitment from consumers, businesses and public institutions alike.

A CONTINUING COMMITMENT

Consumers — **Businesses** — **Public institutions**

A TRUSTED AND RESILIENT MARKETPLACE

Ultimately, informed and empowered consumers are fundamental to effective consumer protection, just as fair trading is fundamental to the long-term success of businesses. Together, they provide the foundation for a trusted and resilient marketplace.

Conclusion

This Review has taken place at a time of rapid change for consumers and businesses. Consumer transactions have become more digital, cross-border and dependent on platforms and intermediaries.

Preventing harm | **Informed choices** | **Assistance and redress**

Several themes recur across this Review. Consumer protection works best when problems can be prevented before losses arise, when consumers receive information that allows them to make informed choices, and when effective avenues for assistance and redress remain available when transactions go wrong. Fair trading also depends on ensuring that responsible businesses are not placed at a disadvantage by competitors that benefit from misleading, high-pressure or otherwise unfair practices.

CONFIDENCE AND FAIR TRADING

A strong consumer-protection framework should therefore support, rather than inhibit, responsible enterprise. Consumer confidence and fair trading are mutually reinforcing: businesses benefit when consumers trust the market, while consumers benefit when businesses compete on the quality, price and value of their products and services rather than on confusion or information asymmetry.

Consumer confidence ⇄ **Fair trading**

SHARED RESPONSIBILITY

Consumer protection is also a shared responsibility. Businesses must deal fairly with consumers and understand the obligations that accompany new ways of selling. Industry bodies have an important role in raising standards and developing practical safeguards. CASE and CCS will remain central to consumer assistance, education, market oversight and enforcement, and will need to continue adapting as markets evolve. Consumers, for their part, should be equipped to exercise reasonable care, ask questions, compare alternatives and recognise when greater caution may be required.

THE VISION

The broader objective is a marketplace in which Singaporeans can participate with confidence: where consumers are better informed and protected, responsible businesses are able to compete fairly, and institutions remain responsive to changing forms of commerce. That is ultimately in the interest not only of consumers or businesses, but of Singapore's economy and society as a whole.

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