CASE/0835/12/25 ***NO BREACH OF THE CODE***

HEALTH PROFESSIONAL v GILEAD

Allegations regarding promotional emails from a professional network for doctors in the UK

CASE SUMMARY

This case was in relation to an email newsletter sent by a professional network for doctors in the UK. The email contained a section with content from a number of pharmaceutical companies, including Gilead. Citing Clauses 3.6 and 15.6, the complainant alleged that the email constituted disguised promotion.

The outcome under the 2024 Code was:

No Breach of Clause 3.6	**Requirement that materials and activities must not be disguised promotion**
No Breach of Clause 5.1	**Requirement for companies to maintain high standards at all times**
No Breach of Clause 15.6	**Requirement that promotional materials and activities must not be disguised**

This summary is not intended to be read in isolation.
For full details, please see the full case report below.

FULL CASE REPORT

A complaint about a number of pharmaceutical companies was received from a health professional.

The case preparation manager determined that some allegations made by the complainant should not proceed. This decision was upheld by an independent referee.

The complaint was taken up against Gilead Sciences Ltd in Case/0835/12/25. The corresponding cases against the other companies are: Case/0748/09/25, Case/0832/12/25, Case/0833/12/25, Case/0834/12/25, Case/0836/12/25, Case/0837/12/25 and Case/0838/12/25.

COMPLAINT

The complaint wording is reproduced below:

> "[Redacted allegations that were not proceeded]
> In addition, I received an email from [a professional network for doctors in the UK – "the third party"] titled 'Raynaud's phenomenon: red flags and when to refer'. One would think that by opening this email, the content would be about this topic. But no, when I

clicked on the email I was again presented with pharmaceutical industry advertising. In fact, there were two articles from [the third party] that seemed independent (but who knows!), including the article in the subject line, but an additional 6 pieces of pharmaceutical promotional content. At no point was I expecting to see all of this advertising. The subject line and the title of the email ('Clinical Bulletin') was totally misleading. This is another example of being forced / coerced into engaging with pharmaceutical promotional content when it is not expected/wanted. How do these companies ([list of named pharmaceutical companies]) think that it is OK to mislead doctors in this way? (See attached x2 screenshots labelled 'email')"

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation manager for further information is reproduced below:

"Thank you for your email on the 16th October. I decided to do a deep dive, as you suggested, into the ABPI Code, which I have found to be very illuminating. There seems to be 3 main issues, being [information about an allegation that was not proceeded], emails and [information about an allegation that was not proceeded]. To clarify, me consenting to promotional material is not the issue as I assume sometime in the past I have given consent.

I have not approached [the third party] about these complaints.

ABPI Code – relevant clauses

- **Transparency**
  One of the four 'key principles' of the Code

- **Overarching Requirements**

  - [Information about an allegation that was not proceeded]

  - **3.6**
    'Materials and activities must not be **disguised promotion**.'

  - **5.1**
    'Companies must maintain **high standards** at all times.'

- **15.6**
  'Promotional material and activities must not be disguised.'

- [Information about an allegation that was not proceeded]

All screengrabs below are new and recent examples from [the third party], in addition to the examples I submitted in my original complaint.

[Information about an allegation that was not proceeded]

Emails

The sender profile, subject line and lack of disclaimer makes the clinical bulletin email at screenshots 2 and 3 disguised promotion (**clause 15.6**) and is a breach of maintaining high standards (**clause 5.1**). There is a mix of independent content and promotional content but this is not evident from the outset. I have no problem being sent promotional information from time to time, however, I want to choose whether or not to engage and don't want to be duped into engaging with it. I saw on your website a recent case that cited all the same issues I have highlighted above – AUTH/3866/12/23.

[Information about an allegation that was not proceeded]

Screenshot 2

[Image showing a screenshot of an email as it would appear unopened in an inbox and a screenshot of the top portion of the opened email. Images accompanied by the description "14/10/25 Another example of a 'Clinical Bulletin' with no indication there is pharmaceutical promotion within it from the subject line".]

Screenshot 3

[Image showing a screenshot of a section of the email with six content items. Image accompanied by the description: "14/10/25 Pharma sponsors within the 'Clinical Bulletin' and a list of four pharmaceutical companies relating to the six content items.]

[Information about a redacted allegation that was not proceeded]"

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation for further information is reproduced below:

"Many thanks for your response. I completely understand that you need as much info as possible.

I will take each of your questions in order below. Please see my original complaint for detail of where I believe there to be breaches against your code, including specific clause numbers.

[Information about an allegation that was not proceeded]

Consent

I have consented to receive occasional promotional information, [information about an allegation that was not proceeded]

Please see below for the [third party's] consent language:

2.5. Use of your account data for marketing and communications purposes:

We will use your account data including your email address and/or postal address to send marketing and communications that is relevant to our products and services. This may, for example, include postal mailings about our products and services if you have not visited our website recently.

You can opt-out from any specific communications by using the unsubscribe facility in the communication itself or via the [third party's] website. We may also prompt you from time to time to revisit and update your communication preferences with the aim of ensuring that we only send you relevant and wanted communications.

We will also use your account data to serve you with targeted advertising on behalf our clients and other advertisers on our website.

The lawful basis for this processing is legitimate interests, namely:

our interests in providing marketing, advertising, communications, market research and recruitment-related services to our clients, providing relevant information to our members and operating our business and website

Emails from [the third party]

Your summation is correct. I believe the Clinical Bulletin is weekly, but the frequency of this email is not an issue to me. It was the fact that I believed I was accessing independent content, where in fact there were several links to pharma sponsored content.

[Information about which companies the complainant was complaining about]

Consent is not an issue here. I have consented to receive promotional information from 3rd parties, however I believe these emails are an example of disguised promotion. Please see my original complaint for detail.

[Information about an allegation that was not proceeded]

I hope I have answered your questions adequately. Please don't hesitate to get in contact if you have any more."

FURTHER INFORMATION FROM THE COMPLAINANT

The complainant's response to a request from the case preparation for further information is reproduced below:

"Thank you for your email. Let me comment on each of the 'allegations' in turn.

Allegation 2 – Email
Yes, I can confirm that I wish you to take up the complaint against those companies [redacted] I would like my name to be kept anonymous.

[Information about allegations that were not proceeded]

I also do not accept that it is my responsibility to raise and address this with [the third party]. [Information about an allegation that was not proceeded]"

When writing to Gilead, the PMCPA asked it to consider the requirements of Clauses 3.6, 15.6 and 5.1 of the 2024 Code.

GILEAD'S RESPONSE

The response from Gilead is reproduced below:

"Thank you for your letter of 6 February 2026 regarding a complaint received from a healthcare professional (the 'Complainant') about the inclusion of Gilead-funded educational content within a Clinical Bulletin circulated by [a professional network for doctors in the UK – "the third party"] on 9 September 2025 (the 'Complaint'). Gilead Sciences Limited ('Gilead') takes its obligations under the ABPI Code of Practice (the 'Code') very seriously and strives to exemplify its principles. Having conducted a thorough investigation, Gilead strongly refutes any breach of the Code.

The Gilead funded content referenced in the Complaint was non-promotional, clearly identified as Gilead funded educational content from the outset, and the post was placed within a distinct, prominently labelled section reserved for industry funded material in the Clinical Bulletin. All relevant content was reviewed and approved to ensure compliance with the Code. [Third-party platform] members received the Clinical Bulletin only after providing informed opt-in consent acknowledging that Clinical Bulletins may contain information from the pharmaceutical industry.

As requested in your letter, we have taken into consideration the following Clauses of the Code: 3.6- Materials and activities must not be disguised promotion; 15.6- Promotional materials and activities must not be disguised; and 5.1- Companies must maintain high standards at all times.

1. Background – [the third party]

The [third-party] platform is aimed at UK doctors ('members'). The main source of information for its members is a website portal which contains educational, news and analysis content provided by its internal editorial team (the 'Community team'). The website also provides opportunities for the pharmaceutical industry to fund and provide content.

The [third party's] Clinical Bulletin is a newsletter style email communication to its members highlighting new and popular content [by the third party] and community updates. The Clinical Bulletin content is created by the [third party's] Community team. It also displays, in a clearly marked section, content created and funded by the pharmaceutical industry. The [third party's] Community team owns five out of six sections of the Clinical Bulletin, presented in the following sequence:

- Internal News (first slot) automatically becomes the subject line of the email
- Internal Other (second slot)
- [Third-party platform] resources
- Careers

- Member Services

Industry-funded content is presented in a distinct, clearly separate section of the Clinical Bulletin, and prominently labelled with a banner that reads: '*Healthcare information. Curated content funded or commissioned by the healthcare industry*.' This is displayed as the third section of the newsletter. (i.e. it is positioned after '*Internal other*' and before '*[Third-party platform] Resources*' in the sequence above). This is evident in the screenshots provided by the Complainant and the Clinical Bulletin.

Clinical Bulletins are sent only to [third-party platform] members who have pro-actively opted in. Members are not required to opt in and, prior to doing so, are informed that Clinical Bulletins *'consist of a roundup of medical articles and speciality-specific resources delivered to your inbox. The Clinical Bulletin may contain promotional information, including information about prescription only medicines from the pharmaceutical industry*.' Accordingly, members who consent to receive Clinical Bulletins are aware that the newsletters may include content from the pharmaceutical industry. Screenshots of the Clinical Bulletin consent (as at the date when Gilead approved the post subject to this complaint) are provided [to the Panel].

2. Gilead's relationship with [the third party]

On 1 May 2024, Gilead entered into a work order with [named publisher], the company that operates [third-party platform]. Under the agreement, three educational micromodules were developed to be hosted on [the third-party platform] and disseminated to opted-in members (including distribution via Clinical Bulletins).

This work order incorporated the terms of a Master Services Agreement between Gilead and [named publisher]. Section 2 of the Master Services Agreement sets the standards for services provided by [named publisher] and requires compliance with all applicable laws, rules, regulations and standards, including the Code.

3. Gilead content within Clinical Bulletin

3.1. Approval process

One of the micromodules commissioned by Gilead was titled '*Case Study: breast cancer presentation during IVF*' and a post with a link to this features in the Clinical Bulletin which forms the subject of the Complaint.

All materials produced by [the third party] for Gilead are approved by Gilead prior to publication on the platform. Gilead reviewed and approved the post and the linked content by certifying them in April 2025. Although the Code does not require certification of non-promotional material, Gilead's internal processes only allow for a separate review step, in addition to an approval step, for certification. By contrast, examination consists of a single approval step. In this case, recognising that these materials would sit on an external platform, Gilead wanted to ensure their quality and therefore submitted the materials for certification so that there would be a two-stage review and approval process.

For the purposes of certification of the post referenced in the Complaint, Gilead was provided with a test version of the Clinical Bulletin containing the post. This enabled Gilead to review the material for which it was responsible, including checks for quality, functionality, and compliance with the Code.

To preserve [the third party's] independence over five of the six sections of the Clinical Bulletin, and to protect confidentiality of content from other pharmaceutical companies, it was outside the scope of the arrangement with [the third party] for Gilead to have oversight of the final Clinical Bulletin.

As part of the certification process, Gilead also reviewed the [third party's] privacy notice and consent wording agreed to by members to ensure that it adequately covered consent to receive pharmaceutical company materials. These were included as attachments to the job bags.

The certificates refer to Clause 14.1 of a previous version of the Code. This issue was identified by Gilead during an internal review and remediation was undertaken so that current certificates correctly refer to Clause 8 of the Code.

3.2. Non-promotional nature of Gilead content

It is important to note that Gilead's post within the Clinical Bulletin is non-promotional in nature. The content does not meet the definition of promotion as set out in Clause 1.17 of the Code. Accordingly, as the material is not promotional it cannot be considered disguised promotion under Clauses 3.6 or 15.6.

When a member clicks through from the post, they are directed to a non-promotional learning module, titled '*Case Study: breast cancer presentation during IVF*' . The learning module centres on a fictitious couple undergoing IVF. At the end of one unsuccessful cycle, they coincidentally discover a new diagnosis of breast cancer in one partner. The learning objectives focus on the impact of prior hormone exposure on breast cancer risk, as well as fertility and conception options for individuals with early HR+/HER2 breast cancer. None of these topics reference, directly or indirectly, any Gilead products or their indications. There is no intent to promote any Gilead products within the learning module.

3.3. Clear statement of Gilead role

Gilead's post within the Clinical Bulletin clearly states, '*Educational resources developed and fully funded by Gilead'.* The reader would therefore be aware that the linked material was Gilead sponsored non-promotional content before clicking on the link.

The linked non-promotional learning module contains the declaration '*THESE EDUCATIONAL RESOURCES HAVE BEEN DEVELOPED AND FULLY FUNDED BY GILEAD SCIENCES LTD*'. This declaration is clear and prominent at the outset – appearing at the top of the landing page – and remains visible to the user as they scroll through the module. Therefore, the identity of Gilead as the responsible pharmaceutical company is obvious.

4. Proactive improvements

In light of Case AUTH/3812/12/23, *Complainant v Gilead* and Case AUTH/3866/12/23, *Complainant v Merck Serono*, (both completed in April 2025), Gilead undertook a review of its compliance procedures. Gilead's 2025 work order with [the third party] sets out, in greater detail, the required level of transparency of Gilead-produced content in Clinical Bulletins and hosted on the platform.

We understand that, following Case AUTH/3866/12/23, [the third party] also independently reviewed its compliance procedures. With effect from 22 October 2025 and implemented in the first Clinical Bulletin issued on 24 October 2025, [the third party] updated the Clinical Bulletin email to include the wording *'promotional information'* in the 'from' field. In addition, a statement has been added at the top of the email which reads: *'The Clinical Bulletin, a roundup of medical articles and specialty specific resources. This email contains promotional information from the pharmaceutical industry.'* An example of the updated Clinical Bulletin is included in the evidence pack. These statements are in addition to both the reference in the consent to pharmaceutical industry content and the clearly labelling within the Clinical Bulletin of pharmaceutical industry content.

5. Summary and Conclusion

For the reasons set out above, Gilead respectfully submits that there has been no breach of Clauses 3.6 and 15.6: there could be no disguised promotion as the Gilead funded content was non-promotional in nature. Gilead also refutes any breach of Clause 5.1: high standards were maintained throughout, including due diligence on the [third party's] consent process, certification of company-controlled content, clear statements of Gilead's role and ongoing review and updating of our processes in light of evolving case precedent from PMCPA.

Gilead would like to reassure you that it takes compliance with the Code extremely seriously and has conducted a thorough investigation into the Complaint. Gilead remains committed to upholding both the letter and the spirit of the Code and is happy to provide any further clarification or documentation required."

PANEL RULING

The complainant provided copies of two emails sent by an online platform for medical doctors, which they alleged were disguised promotion. The first email was dated 9 September 2025 and the second was dated 14 October 2025.

The two emails were of the same style and format, being an email newsletter that contained advertising space. The Panel noted that the email dated 9 September contained information from Gilead. There was no content from Gilead within the email dated 14 October.

The subject line of the email dated 9 September was "Raynaud's phenomenon: red flags and when to refer". The sender was [third party]. Within the body of the email, there was first a coloured header with the email newsletter's 'Clinical Bulletin' logo and date. This was followed by two pieces of content consisting of an image, a headline, a short description of the linked article and a button to click to read more. The headline of the first item matched the subject line

of the email. Beneath these two pieces of content was a coloured section header titled "HEALTHCARE INFORMATION" with the description "Curated content funded or commissioned by the healthcare industry." Within this section was six pieces of content consisting of a small thumbnail image, a headline and a description, which in some cases included a job code and links to prescribing information. It was not clear from the information provided to the Panel whether there was further content in the email beyond this point.

The information from Gilead was contained within this "HEALTHCARE INFORMATION" section of the email. It read:

> **Case study: breast cancer presentation during IVF**
> Jenny and Amir are undergoing IVF when Jenny presents to the clinic with a breast lump. Work through their case to learn more about managing breast cancer in a patient going through IVF. Educational resources developed and fully funded by Gilead. **Start the module now >**
> Fictitious case study. Image is of models.
> UK-TRO-1686 April 2025

The Panel acknowledged Gilead's submission that the Gilead-funded content referenced in this complaint was non-promotional, clearly identified as Gilead-funded educational content from the outset, and the post was placed within a distinct, prominently labelled section reserved for industry funded material in the 'Clinical Bulletin'. Gilead submitted that as the content was not promotional, it could not be considered disguised promotion. The Panel acknowledged Gilead's submission that when the reader clicked through from the content in the email, they would be directed to a non-promotional learning module which did not reference, directly or indirectly, any Gilead products or their indications.

The Panel noted that the complainant's allegation of disguised promotion was related to the email as a whole, not to the individual piece of content from Gilead. The complainant referred to the subject line, sender profile and overall title ('Clinical Bulletin') of the email and the lack of a disclaimer. The Panel noted that the complainant acknowledged that they had consented to receive promotional information from third parties, but that they wanted to be able to choose whether or not to engage with promotional information. When opening the email, the complainant stated that they thought it would be about Raynaud's phenomenon and had not expected to see advertising from pharmaceutical companies.

Clause 3.6 required that materials and activities must not be disguised promotion. Similarly, Clause 15.6 required that promotional material and activities must not be disguised. The supplementary information to Clause 15.6 stated, among other things, that promotional material must not imply that the contents are non-promotional, for example, that the contents provide information relating to safety.

The Panel noted that the term promotion meant any activity carried out by a pharmaceutical company or with its authority which promoted the administration, consumption, prescription, purchase, recommendation, sale, supply or use of its medicines. The Panel considered the content of the Gilead section of the email at issue and accepted Gilead's submission that the content was not promotional for a Gilead medicine. While the email contained promotional information from other companies, the Panel considered that a pharmaceutical company could only be seen to promote its own medicines. The Panel concluded that the email was not

promotional for a Gilead prescription only medicine and, as such, could not be considered disguised promotion by Gilead. The Panel ruled **no breach of Clause 3.6 and Clause 15.6**.

Given its rulings of no breach of Clauses 3.6 and 15.6, the Panel concluded that there was no evidence that Gilead had failed to maintain high standards. The Panel ruled **no breach of Clause 5.1**.

Complaint received **25 September 2025**

Case completed **15 May 2026**