

CASE/0354/11/24

COMPLAINANT v NEURAXPHARM

Alleged lack of declaration of involvement and disguised promotion

CASE SUMMARY

This case was in relation to an advert for a Neuraxpharm-sponsored meeting. The complainant alleged that the advert, which was hosted on the ‘upcoming events’ webpage of a third-party medical education provider, did not make clear Neuraxpharm’s involvement in the meeting and was disguised promotion.

There was an appeal by Neuraxpharm of one of the Panel’s rulings.

The outcome under the 2024 Code was:

Breach of Clause 10.10 [Panel’s breach ruling upheld at appeal]	Failing to include a declaration of sponsorship to ensure readers are aware of pharmaceutical company involvement at the outset
No Breach of Clause 3.6	Requirement that materials and activities must not be disguised promotion
No Breach of Clause 5.1	Requirement that pharmaceutical companies maintain high standards at all times

**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 Neuraxpharm UK Ltd was received from a complainant who described themselves as a health professional and later became non-contactable.

COMPLAINT

The complaint wording is reproduced below with some typographical errors corrected:

“An advert had been placed for the “Multiple Sclerosis Nurses [named medical education provider]” 15/11/24 to 16/11/2024 event on the “[named medical education provider]” website. The advert referenced that the event was an annual MS nurse conference and 2-day medical education meeting. The advert can be found at, [link provided]. This educational meeting had been sponsored by Neuraxpharm and promotional content was being presented at the meeting. The advert placed did not make any reference to Neuraxpharm being sponsors of this event. There was no reference to promotional content being presented at the meeting on the advert. The

advert was not transparent of Neuraxpharm involvement and was disguised promotion. The uncompliant advert should not have been approved for distribution by the Neuraxpharm Medical Lead. Clauses 3.6, 10.10, 5.1 were breached.”

When writing to Neuraxpharm, the PMCPA asked it to consider the requirements of Clauses 3.6, 5.1 and 10.10 of the 2024 Code.

NEURAXPHARM’ RESPONSE

The response from Neuraxpharm is reproduced below:

“Further to your letter of 14 November 2024, please find below the response from Neuraxpharm relating to each alleged Clause breach (3.6, 10.10 and 5.1) of the 2024 ABPI Code of Practice.

The complainant alleges that an advert for the ‘Multiple Sclerosis Nurses [named medical education provider]’ 15 - 16 November 2024 event on the [named medical education provider] website did not make any reference to Neuraxpharm being sponsors of this event, nor was there any reference to promotional content being presented at the meeting, thus disguising promotion.

Neuraxpharm will provide details on the third-party meeting, our symposium, our sponsorship and on how delegates to the event were invited. We hope this will furnish you with sufficient information so that the Panel may make a ruling based on the balance of evidence.

The meeting

- ‘[Named medical education provider]’ is an independent provider of medical education and organise educational events across multiple therapy areas for many years [link provided] with pharmaceutical company sponsorship.
- The MS nurse meeting in question was organised in association with [named medical journal 1], [named medical journal 2] and [named clinical journal] and held at [named venue] on 15 - 16 November 2024. The audience were UK MS nurses and attendance was free.
- The MS nurse meeting included sponsorship from 5 pharmaceutical companies whose symposia were included on the meeting agenda.
- This was the first year that Neuraxpharm sponsored the educational meeting which contributed to the overall meeting costs and allowed Neuraxpharm to host a promotional symposium and receive 15 nurse and 8 staff delegate places.
- Upon execution of the agreement, Neuraxpharm then engaged an expert speaker to deliver the promotional symposium.

The complainant

- From the complainant’s perspective, if they were a delegate they would have landed on the first tile/thumbnaill which stated that the meeting title included the following text - ‘*...new discoveries and therapies at the limits of MS treatment.*’ Thus, it was obvious medicines would be mentioned at this meeting.

- The tile intrinsically linked to the event webpage. Both of which cannot be viewed in isolation as both were part of the delegate registration process. The webpage clearly stated '*...supported by way of grants or sponsorships from the pharmaceutical industry.*' Thus, it was obvious pharma had provided funding to support the meeting. As each sponsor information could not be added to an overview page, a link to event funders made it abundantly clear what each sponsor had and had not provided. Additionally, the complainant's self-certification at registration would have ensured that they had acknowledged the industry's involvement before choosing to attend.
- Promotion was declared at the outset of the Neuraxpharm symposium by the speaker on slide 1 and by the meeting organiser verbally. Again, attendees had the option to stay or leave.

It is not clear to Neuraxpharm whether the complainant has made the same allegations versus the other 4 sponsors. If they have not, then this would indicate this allegation is not a genuine one about Code compliance, but instead a disgruntlement against Neuraxpharm.

The promotional symposium

- The meeting agenda listed the promotional symposium as 'Industry Satellite Symposium'. Case precedence suggests that based on the title of the meeting, pharmaceutical company involvement and the presentation itself, delegates would consider such symposia as promotional, even in the absence of the measures described below.
- The presentation was certified beforehand and delivered by an expert nurse speaker. It was made clear at the outset on slide 1 that this symposium was promotional and funded by Neuraxpharm: '*This promotional symposium is organised and funded by Neuraxpharm UK Ltd for GB Healthcare professionals and other relevant decision makers.*'
- In addition, the meeting organiser reminded the audience verbally at the beginning of the symposium that the session was an industry sponsored session and promotional.

Therefore, on the balance of evidence (delegate registration, agenda, slides and introduction) no disguised promotion took place and Neuraxpharm therefore refute the allegation of a breach of Clause 3.6.

Neuraxpharm sponsorship

- The prospectus for the MS Nurse meeting was used by the meeting organiser with prospective sponsors to highlight key financial information and how sponsorship fees would be utilised. It makes it clear on page 12 that declarations of company involvement would be included appropriately.
'Financial contributions will be disclosed by use of logo and/or text on all materials and communications with delegates including the event website, advertising etc.'
- On page 16 a suggested **COMPLIANCE STATEMENT** was included, reflecting the one later proposed to Neuraxpharm.
"<COMPANY NAME> has contributed to the funding of this meeting {by way of sponsorship/by way of a grant} and has had no control or input into the educational

content of this activity, nor the logistics elements, i.e., travel, accommodation, catering, venue selection, or any other aspect of the meeting.

This is a suggested Statement of Sponsorship. Should you wish to use your own please include this in the contract.”

- On 25 June 2024, the Neuraxpharm Global Medical Lead amended the compliance statement suggested by the meeting organiser and this was acknowledged by them:
“Neuraxpharm has contributed to the funding of this meeting by way of sponsorship and has had no control or input into the educational content of this activity, nor the logistics elements, i.e., travel, accommodation, catering, venue selection, or any other aspect of the meeting, except for the agenda, content and speakers of our symposium which have been designed by Neuraxpharm.”

It is important to note that the final 5 pharmaceutical company sponsors for the MS nurse meeting chose their own slightly different statements. This is entirely appropriate since not all support was the same and company SOPs and signatories differ. The meeting organiser accommodated each company.

Inviting delegates

- The meeting organiser sent MS nurses on their database a delegate invitation email between 8 - 25 July 2024. A waitlist was generated to target if/when delegates cancelled.
- Link in this invite took nurses to the agenda and made it clear that the meeting was funded by the industry. Once funding was confirmed, details would be published on the event website. This is entirely reasonable given that discussions with individual pharmaceutical companies were still ongoing.
- Neuraxpharm was added to the event funders page when the contract was signed on 15 July 2024.
- From the meeting organiser’s perspective, *‘clicking to the link to the event takes the reader to the front page of the event website’* which has the declaration of involvement *‘at the top of the page and a single click to full disclosure of all funders as we were advised to do by our ABPI consultant’*.
- Importantly, through self-certification delegates registered for the meeting only after acknowledging the following:
 - *I am an HCP*
 - *I acknowledge that I am aware this meeting is supported by Industry*
 - *I agree for my professional details to be shared with the event sponsors / sponsors of the satellite symposiums (optional)*
- Without positively acknowledging the first two questions their registration would NOT have been accepted.
- Post-registration, delegates received many communications from the organiser regarding logistics – each email included a link directly to the funders and agenda page. Given that at the point of registration delegates had already acknowledged *‘I know this is funded by Industry’*, the organiser felt this was past the point of needing continuous reminders.

Clause 10.10 requires that the declaration of sponsorship must be **sufficiently** prominent to ensure that readers are aware of it at the **outset** (emphasis added). This is also related to the overall principle of transparency that underpins the Code.

Neuraxpharm believe that any delegate would have been clearly alerted to the fact that the meeting was industry-funded at the outset of the meeting registration, of the meeting itself and of the symposium. We do not believe that a small thumbnail containing limited information about several different [named medical education provider] meetings (referred to by the complainant as the 'advert') should be regarded as the 'outset' of the entire meeting.

The allegation as we see it is not about the wording of the declaration itself but rather where it was placed. We hope that the Panel understands the perspective of a delegate when ruling on this matter; a delegate would have received an invitation email, seen the website and the event page, clicked to understand more about each sponsor's contribution, then registered after confirming their understanding of the industry's involvement. This approach fully aligns with both the letter and spirit of the Code in relation to transparency.

Conclusion

As the meeting content was obviously promotional and the delegates expected this (from the title, agenda, acknowledgement at registration and previous meeting agendas), Neuraxpharm refute any breach of Clause 3.6, disguised promotion.

As the event website made it clear that industry funded the event and readers were encouraged to click to learn more about the details of each sponsorship, it would have been impossible for an independent provider of medical education to include 5 different sponsorship statements in the small tile on the home page. Nurse acknowledgement at registration allowed the organiser to ensure everyone attending knew in advance that pharmaceutical companies had funded the meeting. Neuraxpharm refute any breach of Clause 10.10 and 5.1. Information was neither inaccurate nor missing.

Should the PMCPA consider this level of diligence and transparency unacceptable, it bodes a serious problem for independent education providers relying on multi-company sponsorships to allow free access for health professionals.

We hope that this information is clear and do let us know if you need anything further insight from us, the organiser or delegates."

PANEL RULING

This complaint related to an advert for a Multiple Sclerosis (MS) nurse meeting. Neuraxpharm had sponsored a promotional satellite symposium at that meeting. The complainant alleged that Neuraxpharm's involvement in the meeting was not made clear and that the advert for it was disguised promotion.

The complainant provided a link to the advert complained about, which led to the Upcoming Events webpage of a medical education provider. The webpage contained sixteen tiles, each detailing an upcoming medical education meeting. The tiles included links to both the specific

meeting website and registration platform. The first tile referred to the MS nurse meeting which was the subject of the complaint. The Panel therefore interpreted this tile to be the “advert” referred to by the complainant.

The advert contained:

1. an image of a nerve cell
2. the title of the meeting: “*Multiple Sclerosis Nurses at [named medical education provider] 2024*”
3. a description which read “*The annual MS Nurses conference is a two-day medical education meeting which brings together a notable faculty of globally acknowledged MS experts who will consider new discoveries and therapies [in] MS treatment*”
4. the location and date of the meeting
5. a “*Website*” button which linked to the meeting event webpage within the medical education provider website.

Some of the other tiles on the Upcoming Events webpage also included a “*Register*” button however this was not present for the MS nurse meeting. The PMCPA case preparation manager took screenshots of the MS nurse meeting webpage which showed that, at the time of the complaint, registration for the meeting had closed. In the Panel’s view it was likely that, had registration been open at the time of the complaint, then the tile would have included a link to the meeting registration platform.

The Panel considered it was important to understand the totality of information which was available to potential meeting registrants. It appeared to the Panel that, at the time of the complaint, the only action available to anyone viewing the advert who was interested in the meeting, was to click the Website button and be directed to the meeting event webpage. The Panel therefore considered that the content of the webpage was also relevant.

The MS nurses meeting webpage featured a navigation banner at the top of the webpage which allowed users to navigate between tabs (Home, Funders, Speakers, Agenda and Express your Interest). Below the navigation banner there was a title banner which contained the meeting name, location and date. Immediately below the title banner there was a paragraph titled Funders which read:

‘Multiple Sclerosis Nurses at [named medical education provider] is supported by way of grants or sponsorship from the pharmaceutical industry. Our supporters have no involvement in the organisation of this event, or the selection of speakers or topics which are handled entirely independently, by the event Chairs. Supporters are invited to send a delegation of senior company representatives to attend, and their role is simply to continue building the crucial understanding between academia and industry in a scientific setting. Full disclosure of contacted supporters will appear on the event website and be available at the venue during the event’.

The remainder of the webpage comprised general information about the meeting, the intended audience, CPD accreditation, details of the meeting chairs and logistical information.

The Funders tab in the navigation banner at the top of the homepage directed visitors to a webpage which listed five pharmaceutical company sponsors, including Neuraxpharm. For each

of the five companies, a statement outlining each company's involvement in the meeting appeared alongside the company logo. The Neuraxpharm statement read:

'Neuraxpharm has contributed to the funding of this meeting by way of sponsorship and has had no control or input into the educational content of this activity, nor the logistics elements, i.e. travel, accommodation, catering, venue selection or any other aspect of the meeting, except for the agenda, content and speakers of their symposium which have been designed by Neuraxpharm'.

The Panel noted Neuraxpharm's submission that the medical education meeting organiser had sent delegate invitation emails to MS nurses in their database. Toward the bottom of the invitation email was the statement:

'[named medical education meeting] is funded by industry. Funders have had no input in the choice of topics, speakers or any other aspect of the meeting. As funding is confirmed details will be published on the event website here [link provided] and clearly disclosed at the meeting'.

Allegation regarding declaration of Neuraxpharm involvement (Clause 10.10)

The complainant's allegation was that the advert did not refer to Neuraxpharm sponsoring the event. Clause 10.10 requires that:

'When events/meetings are sponsored by pharmaceutical companies, that fact must be disclosed in all the material relating to the events and in any published proceedings. The declaration of sponsorship must be sufficiently prominent to ensure that readers are aware of it at the outset'.

The Panel considered that viewers of the advert who wanted to find out more about the event had no option other than to be directed to the meeting event webpage by clicking on the 'Website' button. The Panel noted Neuraxpharm's submission that the advert was intrinsically linked to the meeting event webpage and cannot be viewed in isolation as both were part of the delegate registration process.

The Panel noted Neuraxpharm's submission that as the information for each sponsor could not be added to an overview page, a link to event funders made it abundantly clear what each sponsor had and had not provided. The Panel did not consider it unacceptable that when an organisation or activity had multiple funders that they might be listed on a separate funders page of a website. However, it should be clear that funding from the pharmaceutical industry had been received and where to find out more information.

The Panel acknowledged Neuraxpharm's submission that:

1. The meeting organiser sent delegate invitation emails to MS nurses on its database, which included a link to the meeting agenda, which made it clear that the meeting was funded by the pharmaceutical industry.
2. Delegates could only register for the meeting after confirming the following:

*"I am an HCP
I acknowledge that I am aware this meeting is supported by Industry
I agree for my professional details to be shared with the event sponsors / sponsors of
the satellite symposiums (optional)",*

In the Panel's view, it was unlikely that health professionals would be able to register to attend the meeting without becoming aware that the meeting was sponsored by pharmaceutical companies, including Neuraxpharm. However, the Panel considered that the complainant's allegation was specifically about the advert on the Upcoming Events webpage and that not all visitors to the webpage would be potential delegates for the MS nurse meeting. Such visitors may be exposed to the advert at issue but choose not to follow the link through to the meeting event webpage.

While the Panel acknowledged the declaration of involvement statements made on the meeting webpage, the absence of the any such statement on the advert itself meant it was possible for someone to see the advert but not be aware that the meeting was sponsored by the pharmaceutical industry.

The Panel considered the specific wording of Clause 10.10 which requires declaration of involvement in '*all the material relating to events*' (emphasis added by the Panel).

The Panel concluded that although the advert linked through to the meeting event webpage, it had to stand alone with the respect to the requirements of the Code. The Panel considered that Neuraxpharm's involvement in the MS nurse meeting was therefore not disclosed in the advert and it ruled a **breach of Clause 10.10**.

Allegation of disguised promotion (Clause 3.6)

The complainant's allegation regarding disguised promotion was that "*There was no reference to promotional content being presented at the meeting on the advert. The advert was not transparent of Neuraxpharm involvement and was disguised promotion*".

As with its ruling in relation to Clause 10.10 above, the Panel interpreted the complaint as referring specifically to the advert on the Upcoming Events webpage and the Panel focused its ruling on that advert.

Neuraxpharm submitted that it was obvious from the following wording of the advert that medicines would be mentioned at this meeting: "*The annual MS Nurses conference is a two-day medical education meeting which brings together a notable faculty of globally acknowledged MS experts who will consider new discoveries and therapies [in] MS treatment*".

The Panel took account of the fact that 'therapies' was a general term which could refer to medicinal and non-medicinal treatment options. In the Panel's view, the advert did not directly or indirectly refer to, or promote, any Neuraxpharm medicine. The Panel concluded that the advert

was non-promotional and, therefore, there was no disguised promotion. On that basis, and the narrow allegation made by the complainant, the Panel ruled **no breach of Clause 3.6**.

High standards (Clause 5.1)

Although the Panel had concluded that Neuraxpharm had failed to meet the requirements of Clause 10.10 by not including a declaration of sponsorship in the advert, the Panel considered it unlikely that a health professional could register for the meeting without becoming aware that Neuraxpharm had sponsored it. In light of this and taking into account the Panel's no breach ruling of Clause 3.6, the Panel determined that the complainant had not established that Neuraxpharm had failed to maintain high standards in this case. Therefore the Panel ruled **no breach of Clause 5.1**.

APPEAL BY NEURAXPHARM

Neuraxpharm's written basis for appealing is reproduced below:

"1. INTRODUCTION

Neuraxpharm UK Ltd ("Neuraxpharm") hereby appeals the ruling of the Code of Practice Panel ("the Panel") that Neuraxpharm was in breach of **Clause 10.10** of the 2024 ABPI Code of Practice.

The Panel ruled that the specific "advert" (a tile on the 'Upcoming Events' webpage of the [named medical education provider] website) failed to declare Neuraxpharm's sponsorship at the outset. Neuraxpharm respectfully submits that this ruling is inconsistent with recent Panel precedents regarding multi-sponsor events and places a disproportionate and impractical burden on independent medical education providers.

We accept the Panel's rulings of **no breach** regarding Clauses 3.6 and 5.1.

2. GROUNDS FOR APPEAL

Neuraxpharm appeals the breach of Clause 10.10 on the following grounds:

a) Inconsistency with Recent Panel Rulings (GSK and Daiichi Sankyo)

The Panel's ruling in this case contradicts the logic applied in two recent cases regarding multi-sponsor events: **Case AUTH/3829/9/23 (Complainant v GSK)** and **Case AUTH/3830/9/23 (Complainant v Daiichi Sankyo)**.

In both cited cases, the Panel ruled **no breach** of the sponsorship declaration clause (Clause 10.9 in the 2021 Code, equivalent to Clause 10.10 in the 2024 Code), establishing the principle that for multi-sponsor events, a general declaration of industry support combined with a "one-click" route to the full sponsor list satisfies the Code.

• **The Principle of "Reasonableness"**: In the GSK and Daiichi cases, the Panel explicitly stated: *"it would not be reasonable to expect the event organiser to list a large number of sponsors on the homepage of the website"*.

- **The "One Click" Standard:** In both cases, the Panel accepted that *"information about sponsors was easily accessible through one click"* via a dedicated tab or link.

Application to Case/0354/11/24:

Whereby the Panel accepts that it is "unreasonable" to list all sponsors on a full homepage, it is surely even more unreasonable to expect a third-party organiser to list five distinct pharmaceutical sponsors on a small thumbnail "tile" used for navigation/signposting.

The tile ("advert") functioned exactly as the homepages did in the GSK/Daiichi cases: it provided the entry point to the event information. The tile linked to the event homepage, which contained a clear statement: *"Multiple Sclerosis Nurses at [event] is supported by way of grants or sponsorship from the pharmaceutical industry"*. This was immediately followed by a "Funders" tab.

By ruling a breach against Neuraxpharm for not listing sponsorship on the navigation tile, the Panel is applying a stricter standard to a thumbnail image than it previously applied to an entire event homepage.

b) The "Tile" was navigation, not a Standalone Advert

We would disagree with the Panel treating the event tile as a standalone "advert" that must independently satisfy Clause 10.10.

- **The User Journey:** The tile on the "Upcoming Events" page was **intrinsically linked** to the event website. It was impossible for a user to register for, or attend, the meeting via the tile alone. The tile was merely a signpost in a user journey.
- **Totality of the "Material Relating to the Event":** Clause 10.10 requires disclosure in **"all the material relating to the events/meeting"**. We argue that the single tile on the overview page, which contained minimal information and a required link to the main event webpage, cannot be reasonably considered the sole "material" or the "outset" of the meeting for potential delegates. The tile and the event webpage were **intrinsically linked** as part of the continuous delegate registration process.
- **The "Outset" Definition:** Clause 10.10 requires transparency "at the outset." We contend that the "outset" of the educational event is the moment the user engages with the event material -i.e., the event homepage and registration process.
- **Sufficient prominence and transparency:** As the Panel noted in its Clause 5.1 ruling, *"it was unlikely that health professionals would be able to register to attend the meeting without becoming aware that the meeting was sponsored by pharmaceutical companies"*. For a potential delegate, the process began with the invitation email, which stated the meeting was industry-funded. The subsequent event webpage immediately featured a prominent "Funders" tab and a paragraph stating the meeting was "supported by way of grants or sponsorship from the pharmaceutical industry". Furthermore, delegates could only register after actively confirming: "I acknowledge that I am aware this meeting is supported by Industry". This mandatory acknowledgment ensured 100% of attendees were aware of the industry's role at the outset of registration.

- With regards to the “advert having to standalone”: this has significant ramifications across the industry. We would question whether the Panel is suggesting that “tiles” need to be viewed and approved by EACH company beforehand and individual company approval codes and declaration of involvement is added to each tile? Does the Panel acknowledge that organisers will simply not accept that? Are the Panel aware that independent med-ed, funded by pharmaceutical companies, is at risk here if pragmatism is not employed?

By demanding that the sponsorship declaration appear on the navigation tile, the Panel is effectively requiring that every digital signpost or calendar thumbnail related to a multi-sponsor event must carry a complete list of corporate names. This is technically impractical and inconsistent with the "one click" transparency accepted in the GSK and Daiichi cases.

3. CONCLUSION

Transparency is a core tenet of the four key principles of the ABPI Code. In this case, transparency was very present:

1. The invitation email declared industry funding.
2. The event homepage declared industry funding.
3. The "Funders" page listed Neuraxpharm specifically.
4. The registration page required a mandatory "check-box" acknowledgment of industry support.

There was no "disguise" and no failure of transparency. The Panel's decision to isolate the navigation tile ignores the "totality of the user journey" and contradicts the pragmatic approach taken in **AUTH/3829/9/23** and **AUTH/3830/9/23**.

The Panel's ruling states that:

“Neuraxpharm’s involvement in the MS nurse meeting was therefore not disclosed in the advert and it ruled a breach of Clause 10.10.”

This is written as though our undertaking should be, that:

“We promise that Neuraxpharm’s involvement in the MS nurse meeting is disclosed in the advert (tile)”

For the reasons detailed above, this is something we cannot undertake to provide.

Our position on the matter is clear - Neuraxpharm's involvement in the MS nurse meeting was not disclosed in the third party's tile, but it did not lead to any issue(s) because on the balance of probabilities:

- a) our email invite was clear about involvement AND
- b) the tile only linked to the registration page (so was an integral part of the invite) AND
- c) several companies were funding AND

- d) all attendees would have been fully aware of Neuraxpharm's involvement prior to choosing to register AND
- e) an undertaking here would have ramifications for pharma-funded independent medical

We respectfully ask the Appeal Board to overturn the Panel's ruling of a breach of Clause 10.10."

APPEAL BOARD RULING

The Appeal Board observed that Clause 10.10 required that when events/meetings are sponsored by pharmaceutical companies, that fact must be disclosed in all the material relating to the event/meeting and in any published proceedings. The declaration of sponsorship must be sufficiently prominent to ensure that readers are aware of it at the outset.

The Appeal Board considered that users could reach the medical education provider's 'Upcoming Events' webpage without an email invitation, for instance by internet search.

The tile for the event in question on the 'Upcoming Events' webpage made no reference to sponsorship by the pharmaceutical industry. Upon clicking the tile, the user would land on the event's website which made general reference to sponsorship from the pharmaceutical industry but no reference to Neuraxpharm. A second click was required to see the event funders' page which had information about Neuraxpharm's sponsorship.

The Appeal Board distinguished the facts of this case from the facts of the two previous Panel rulings referred to by Neuraxpharm (Cases AUTH/3829/9/23 and AUTH/3830/9/23). In those rulings the Panel accepted that a single click from the home page which alerted the reader of pharmaceutical industry involvement to a page detailing the sponsors was sufficient. However, in those cases the Panel was not asked to consider a standalone tile which led to the website.

In the current case, the Appeal Board considered that two clicks were required from the tile before seeing that Neuraxpharm had sponsored the event. The tile did not include any declaration to alert the reader to the fact that the event was sponsored (either by Neuraxpharm or by the pharmaceutical industry more generally).

On that basis, the Appeal Board upheld the Panel's ruling of a **breach of Clause 10.10**. The appeal was unsuccessful.

Complaint received **13 November 2024**

Case completed **16 January 2026**