

COMPLAINANT v GSK

Allegations about transparency of GSK’s involvement in a sponsored healthcare organisation conference

CASE SUMMARY

This case concerned a healthcare organisation’s Facebook post thanking everyone who had attended its 2024 conference, and the sponsors, speakers, chairs, exhibitors and organising committee who had made the meeting possible. The complainant alleged that GSK’s sponsorship should have been declared on the post from the outset. There was an appeal by GSK of two of the Panel’s rulings.

The outcome under the 2024 Code was:

No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 10.10 Panel’s breach ruling overturned at appeal	Requirement that companies must ensure sponsorship of events/meetings is disclosed at the outset in all material relating to the event/meeting including any published proceedings
No Breach of Clause 25.3 Panel’s breach ruling overturned at appeal	Requirement that companies must ensure that all sponsorship is clearly acknowledged from the outset

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

COMPLAINT

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

“GSK had sponsored the [named healthcare organisation (acronym)] conference that took place on 19th-21st September 2024. The [named healthcare organisation] facebook page then put a post up on the 21st September which reads as follows - Thank you to everyone who joined us in [location] for [named healthcare organisation] Conference 2024! We’d also like to say a big thank you to our sponsors, speakers, chairs, exhibitors, and organising committee who helped to make this year’s meeting possible. However, GSK being sponsors was not declared on this post from the outset

and GSK specifically were not mentioned in any way on the post. Transparency of specific pharma company involvement in such meetings is critical as the post can be viewed by both HCPs and members of public. It is concerning that GSK had not guided the [named healthcare organisation] to include their statement of declaration within this facebook post. This was especially troubling considering the amount of cases and breaches of the ABPI code that GSK seem to be involved in. One would expect the GSK signatories to be ensuring the [named healthcare organisation] posts are compliant. The facebook post can be found at: [URL provided] Breaches of clauses 10.10 and 5.1 had occur[r]ed. Clause 25.3 may also be relevant to consider.”

When writing to GSK, the PMCPA asked it to consider the requirements of Clauses 5.1, 10.10 and 25.3 of the 2024 Code.

GSK'S RESPONSE

The response from GSK is reproduced below:

“Thank you for your letter dated 06/12/2024 wherein you informed GSK that an anonymous complainant has alleged the declaration of sponsorship was missing from a [named healthcare organisation] Facebook post.

GSK takes all complaints very seriously and is committed to following both the letter and the spirit of the ABPI Code of Practice and all other relevant regulations. The post contained within the complaint can be found on the [named healthcare organisation] Facebook page [copy provided].

On September 21, 2024, the [named healthcare organisation] expressed their gratitude on social media, specifically Facebook, in a post to all who attended the [named healthcare organisation] Conference 2024. In their post, they extended special thanks to the sponsors, speakers, chairs, exhibitors, and the organising committee for making the meeting possible. The post included a link directing readers to the exhibitor page on their website, where a comprehensive list of exhibitors and a statement regarding sponsorship were available. The message concluded with the announcement of the dates for the next year's conference in 2025.

GSK formalised an agreement with the [named healthcare organisation] to act as a sponsor for the [named healthcare organisation] Conference 2024. The conference took place from September 19-21, 2024, at the [named venue]. As part of this sponsorship, GSK provided [sponsorship fee] plus VAT in funding to support the event.

As per clause 4.2 of the written agreement between GSK and [named healthcare organisation], the sponsorship would only be used to support the planning, promotion, and organisation of the event (including the venue/platform, equipment, or general funds for speaker costs) and subsidising costs for items and information to be provided to event attendees that have a scientific or educational value. The organiser signed a contract to confirm that no payment made under this agreement would be used for any other purpose or activity in relation to the event, including but not limited to delegate attendance, prizes/gifts, and gala dinners. Any amounts not used would be returned to GSK.

The sponsorship funding from GSK was allocated towards several key areas of the conference:

1. **Conference Sponsorship** : This included first choice on premium exhibition space, the inclusion of the GSK company logo on all conference materials, and advertising opportunities. Digital collateral, a company name/logo, a 200-word biography, and a link to the GSK website were featured on the dedicated conference web platform.
2. **Exhibition Stand**: GSK had an exhibition stand measuring 6x2 metres. GSK understands that it was fully accountable for all material and activities associated with this stand.
3. **Sponsored Satellite Symposium**: This entailed a 45-minute sponsored symposium listed on the main program and the dedicated conference web platform. GSK was fully accountable for all content and activities associated within this session, which was clear on the programme.

GSK's sponsorship represented approximately 33% of the total sponsorship for the event. This financial support facilitated the planning, promotion, and organisation of the conference, ensuring its successful execution. The event attracted a diverse audience, including doctors, nurses, respiratory specialist physiotherapists, and community pharmacists from various sectors such as GP practices, community and integrated care, hospitals, ICB/board, and academics from clinical/medical fields.

In addition to GSK, the [named healthcare organisation] Conference 2024 was supported by other sponsors including [three named pharmaceutical companies]. GSK's involvement in the [named healthcare organisation] Conference 2024 aligned with the company's scientific and medical interests and values, contributing to the enhancement of patient care through the dissemination of valuable educational content and the fostering of professional collaboration. The associated written agreement can be found in the enclosures [copy provided].

A written agreement between GSK and [named healthcare organisation] outlined the disclosure arrangements. Clause 5 (outlined below) of this agreement included a declaration of GSK's sponsorship to the event attendees.

5.1. Organiser shall ensure that all potential attendees are aware, before the date of the Event, that GSK is providing Sponsorship for the Event but has had no influence over, or input into, the Event agenda or content or selection of speakers and, if relevant, whether GSK staff are attending and whether GSK will have a promotional stand (or virtual equivalent) at the Event.

5.2. Materials produced and distributed or displayed by, or on behalf of Organiser in relation to the Event and all materials distributed or displayed at the Event, shall include a declaration of details of the Sponsorship referred to in Clause 5.1 above in a form acceptable to GSK and in a sufficiently prominent position to ensure that those reading or viewing the materials are aware of such Sponsorship details.'

The intended audience for this conference would be familiar with the format of such conferences, and thus aware that third party organisations, including pharmaceutical companies, are usually present at such events, and are likely to have exhibition stands

and/or sponsored symposia. They will also be aware that there are usually many different sponsors for such large-scale events. Such conferences play an important educational role in helping healthcare professionals (HCPs) maintain their knowledge and expertise within clinical medicine. The appropriate and transparent sponsorship of such events by pharmaceutical companies plays a key role in allowing such events to take place; monies received through sponsorship packages allow organisers to ensure that the required costs for delegates don't become prohibitive.

Allegation and PMCPA Clauses for consideration

The complainant alleges the lack of transparency in not declaring GSK's sponsorship in the post, which can be viewed by both HCPs and the public. They believe GSK should have ensured that [named healthcare organisation] included a statement of declaration in the Facebook post. GSK was asked to consider Clauses 5.1, 10.10 and 25.3.

Clause 10.10

Clause 10.10 states: *When events/meetings are sponsored by pharmaceutical companies, that fact must be disclosed in all the material relating to the events/meetings and in any published proceedings. The declaration of sponsorship must be sufficiently prominent to ensure that readers are aware of it at the outset.*

A written sponsorship agreement was established and signed between GSK and [named healthcare organisation] (the organiser). This written agreement included details regarding the terms agreed upon by GSK and [named healthcare organisation]. GSK was given the opportunity to review the specifics of the event (including, but not limited to, the event date, venue/platform, and agenda) solely to ensure that GSK's sponsorship complies with applicable GSK and industry codes of practice. GSK has not had, and will not have, any influence over, or input into, the event agenda, content, or selection of speakers, except for the sponsored symposium and stand materials/activities.

The Facebook post in question was written by [named healthcare organisation] after the event and published on their Facebook page without GSK's knowledge. The post contained a link to a webpage listing the event's exhibitors, which, in turn, included a link to the event sponsors. This page was one-click away listed three other companies alongside GSK as sponsors. The Facebook post did not mention GSK or any of its products but included a statement thanking the sponsors, speakers, chairs, exhibitors, and the organising committee. GSK was one of the four sponsors of the event.

Clause 3.1 of the written agreement clearly outlines the need to follow Clause 10 of the ABPI code along with the PMCPA website address. GSK expects the event organisers to follow the clauses within the written agreement. Clause 5 of the written agreement explicitly details the sponsorship declaration requirements expected from [named healthcare organisation] by GSK. The inclusion of this declaration in the agreement highlights its significance to GSK.

Given GSK's and the [named healthcare organisation]'s written agreement outlining declaration of sponsorship requirements and GSK's lack of knowledge of the Facebook

post by [named healthcare organisation], GSK disagrees that it has breached clause 10.10.

Clause 25.3

Clause 25.3 states: *Companies must ensure that all sponsorship is clearly acknowledged from the outset. The wording of the declaration of sponsorship must be unambiguous and accurately reflect the extent of the company's involvement and influence over the material.*

A sponsorship agreement was established and signed between GSK and [named healthcare organisation] (the organiser). For materials organised and funded by GSK such as the symposium, these contained a clear declaration of sponsorship which was unambiguous and accurately reflects the extent of the company's involvement. An example of the wording of the declaration from '[named healthcare organisation] 2024 Symposium Invitation 1:1 Veeva Email (v1.0)' [copy provided] is as follows:

'This promotional event is organised and funded by GSK and is intended for UK healthcare professionals and other relevant NHS decision makers attending [named healthcare organisation conference] 2024 only. GSK products may be mentioned at this meeting.'

This declaration was clearly displayed on GSK materials making it clear of GSK's involvement.

Clause 5 of the written agreement explicitly details the sponsorship declaration requirements expected from [named healthcare organisation] by GSK. The inclusion of this declaration in the agreement highlights its significance to GSK. GSK maintains that transparency of our sponsorship of the event was clearly acknowledged at the outset.

Given GSK's and the [named healthcare organisation]'s written agreement outlining declaration of sponsorship requirements and GSK's lack of knowledge of the Facebook post by [named healthcare organisation], GSK disagrees that it has breached clause 25.3.

Clause 5.1

Clause 5.1 states: *Companies must maintain high standards at all times.*

GSK has provided a sponsorship to [named healthcare organisation] and clearly documented in the written agreement when materials should include a declaration of sponsorship. This written agreement was signed by both parties. The Facebook post mentioned in the complaint appeared on the [named healthcare organisation] Facebook page after event and was posted by [named healthcare organisation] without GSK's involvement or knowledge. Clause 5 of the written agreement explicitly details the sponsorship declaration requirements expected from [named healthcare organisation] by GSK. The inclusion of this declaration in the agreement highlights its significance to GSK. This importance is further demonstrated by GSK's inclusion of the sponsorship declaration in the materials they presented at [named healthcare organisation].

Therefore, GSK firmly believes that high standards have been consistently maintained and that their actions in this matter have not discredited or diminished confidence in the pharmaceutical industry.

Conclusion

GSK fully assessed the nature of the meeting before agreeing to sponsor it. A contract was in place with the event organiser, which included, inter alia, the need for the event organiser to clearly declare GSK's sponsorship in all relevant materials, including after the event. GSK believes that the requirements of the Code have been met and that high standards have been maintained, and thus refutes a breach of clause 5.1. Accordingly, GSK also refutes a breach of clause 2.

Based on the factors described above, GSK remains confident that the sponsorship of this event was in line with the ABPI code with the requirements of declaration of sponsorship agreed between the sponsor and organiser. For these reasons, GSK strongly refutes the allegation and denies any breach of Clause 10.10.

As set out, GSK had carefully and consciously considered the requirements of the Code prior to sponsoring the [named healthcare organisation] conference. Consequently, GSK denies breaches of Clauses 25.3 and 5.1."

PANEL RULING

This case concerned a healthcare organisation's Facebook post thanking everyone who had attended its 2024 conference, and the sponsors, speakers, chairs, exhibitors and organising committee who made the meeting possible. The post appeared to have been made on the last day of the conference and included six photographs from the conference, a link to a list of exhibitors, a message from the conference chairman with the hashtag #[acronym of healthcare organisation]2024, and the date of the 2025 conference. It was alleged that as GSK had sponsored the conference this should have been declared on this post from the outset.

The Panel noted that the Facebook post was published on 21 September 2024 when the 2021 Code was in force but that the 2024 Code was in force when PMCPA received the complaint and GSK had been asked to respond in relation to the 2024 Code. Given that there was no difference in wording between the corresponding clauses in the 2021 and 2024 Codes, the Panel decided to rule under the 2024 Code.

The Panel noted Clause 10.10 required that where meetings, events or materials were sponsored it must be declared at the outset of **all** materials to ensure that readers were aware of the company's involvement. (Panel's emphasis) Clause 25.3 similarly required all sponsorship to be clearly acknowledged at the outset and to be unambiguous and accurately reflect the extent of the company's involvement and influence over the material. Noting the overlap of requirements, the Panel considered the two clauses together as a single matter.

The Panel considered that transparency was key and in its view the purpose of including declarations of a pharmaceutical company's involvement was to ensure that readers were aware of such involvement and therefore able to make fully informed decisions about whether or

not to engage with an activity or material. In addition, the particular circumstances of a case were also important factors to be considered.

The Panel considered the PMCPA Social Media Guidance which advised that any material associated with a post, for example, a link or hashtag within a post, would normally be regarded as being part of that post. The Panel noted that the hashtag would direct readers to the hashtag's feed where they could view all posts which mentioned that hashtag, but it had no information or evidence before it regarding this linked content. Similarly, the Panel did not have a copy of the linked exhibitor page before it.

GSK submitted that the post was published without its knowledge and that the written agreement between GSK and the healthcare organisation explicitly detailed the sponsorship declaration requirement expected by GSK. GSK further submitted that the post contained a link to a webpage listing the event's exhibitors which in turn included a link to the event sponsors. Three other companies were listed alongside GSK as sponsors.

The Panel noted the following in relation to the Facebook post:

- the post was made on the last day of the conference
- there was no possibility to register to attend the conference as a whole or any part of it
- the content was limited and made no reference to any conference proceedings or medicines and nothing of this nature was visible in the photographs
- the expression of thanks to attendees and the sponsors, speakers, chairs, exhibitors, and the organising committee, and the link to exhibitors appeared at the start of the post directly underneath the photographs and the organisation's profile name
- there was no reference to any pharmaceutical companies

Having considered all of the information provided, the Panel concluded that referring to both sponsors and exhibitors in the Facebook post suggested that these groups might not be the same. While there was a link to a list of exhibitors there was no link to sponsors within the post and neither was it clear from the post where information about the sponsors could be found. The Panel noted that GSK submitted the list of exhibitors included a link to a list of sponsors but it was not clear whether this link indicated that the sponsors were pharmaceutical companies.

The Panel acknowledged that it may not be reasonable to expect a conference organiser to list multiple sponsors in a Facebook post however it should be clear to a viewer that the event was sponsored by pharmaceutical companies, in addition to clearly indicating where further information on sponsors, including their names, could be found. The Panel noted the Code required all material relating to a sponsored event/meeting to include a clear declaration of pharmaceutical companies' involvement, with no exceptions provided. It considered that GSK's involvement in the conference was not disclosed from the outset, and as such the requirements of the Code had not been met adequately. On this narrow ground the Panel ruled **breaches of Clause 10.10 and Clause 25.3.**

In the Panel's view, having noted that GSK's agreement with the conference organisers included specific provision for the inclusion of a prominent declaration of GSK's sponsorship and given the retrospective and limited nature of the post, the Panel considered that it had not been established that GSK had failed to maintain high standards and the Panel ruled **no breach of Clause 5.1.**

APPEAL BY GSK

GSK's written basis for appealing is reproduced below.

"GSK acknowledges and welcomes the Panel's ruling of no breach of Clause 5.1 of the 2021 ABPI Code of Practice ('the Code'); but disagrees with rulings of a breach of Clauses 10.10 and 25.3.

GSK is committed to adhering to both the letter and spirit of the Code and all other relevant UK rules and regulations.

GSK's reasons respectfully submit the following arguments for consideration:

1. Burden of Proof:

The complainant bears the burden of proof in demonstrating that the Facebook post violated the Code. As noted in the Panel's ruling, certain aspects of the post and linked materials were not available or evidenced, such as the linked exhibitor page or hashtag feed content. Without this information, it cannot be definitively concluded that the post failed to meet transparency requirements under Clauses 10.10 and 25.3.

2. Nature of the Post:

The Facebook post in question was not material directly related to the congress in the spirit of the Code. It was a retrospective expression of gratitude to attendees, sponsors, speakers, chairs, exhibitors, and the organising committee, with no reference to conference proceedings, medicines, or promotional content. The post contained limited details and did not include any material that would reasonably require sponsorship declarations under the Code.

3. Acknowledgment of Sponsors:

The post acknowledged the presence of sponsors and exhibitors and included a link to the exhibitor page where further information on sponsors was available. While the post did not explicitly name GSK, it is common knowledge among healthcare professionals and the public that pharmaceutical companies sponsor such events. The acknowledgment of sponsors and exhibitors in the post aligns with the spirit of transparency required by the Code of declaration of industry involvement.

4. Written Agreement and High Standards:

GSK had a written agreement with [named healthcare organisation] that explicitly outlined the requirements for sponsorship declarations. GSK ensured that all materials directly produced and funded by the company, such as the sponsored symposium and exhibition stand, included clear and unambiguous sponsorship declarations. The Facebook post was created and published by [named healthcare organisation] without GSK's knowledge or involvement, and GSK cannot reasonably be held accountable for its content. GSK would also argue that this post was not in scope of the written agreement, as the Facebook post in question was not material directly related to the congress in the spirit of the Code.

Based on the above points, we respectfully assert that the requirements of Clauses 10.10 and 25.3 were met, and that GSK maintained high standards in its sponsorship of the [named healthcare organisation] Conference 2024. We request the Appeal Board to reconsider the Panel's rulings in light of these arguments.”

RESPONSE FROM THE COMPLAINANT

The complainant was not contactable.

APPEAL BOARD RULING

The Appeal Board observed that GSK's written agreement with the conference organisers included specific provision for the inclusion of a prominent declaration of its sponsorship and noted further that regardless of that GSK still had a duty under the Code to ensure that the conference organisers adhered to the requirement of full disclosure of pharmaceutical company sponsorship.

The Appeal Board observed that the organisers had made the Facebook post at issue thanking attendees and the sponsors, speakers, chairs, exhibitors, and the organising committee. The content of the post, however, was limited and made no reference to any conference proceedings or medicines and nothing of this nature was visible in the photographs. The post included a link to a webpage listing the exhibitors. While the Appeal Board did not have this linked webpage before it, GSK representatives at the appeal confirmed that GSK was an exhibitor and would have been listed on this page.

On the basis of the limited nature and content of the post, the clear link to the page of exhibitors in the body of the post and that purchasing exhibition space is a form of sponsorship, the Appeal Board considered that, in line with earlier Case rulings about the prominent single-click link requirement where there were multiple sponsors, the declaration in the post was sufficient and ruled no breach of Clause 10.10 and Clause 25.3. The appeal was successful.

Complaint received **28 November 2024**

Case completed **15 January 2026**