

HEALTH PROFESSIONAL v ROCHE

Concerns about disease information on Roche UK website

A complainant who described themselves as a health professional was concerned that educational disease information directed at patients and the public had not been certified for this purpose on the Roche UK website.

The complainant also alleged that high standards were not maintained and that the requirements of the Code that material sponsored by a pharmaceutical company or in which a pharmaceutical company has any other involvement, must clearly indicate the role of that pharmaceutical company had not been met. The share option provided on various webpages did not include information about the role of Roche. A breach of Clause 2 was also alleged. The complainant provided details of 5 webpages as examples.

The detailed response from Roche is given below.

The Panel noted Roche's submission that the complainant referred to pages included on its corporate website (www.roche.co.uk) which acted as a central repository and hosted content from Roche Products Ltd, Roche Diagnostics and Roche Diabetes Care, which were run as three separate entities, in separate sections on the website. Responsibility for Roche's pharmaceutical portfolio was held solely by Roche Products Ltd.

Roche Products Ltd was a member of the ABPI with Roche Diagnostics and Roche Diabetes Care being members of the ABHI (Association of British HealthTech Industries). As such, Roche submitted that content generated by Roche Products Ltd for inclusion on the website was in scope of the ABPI Code and it was reviewed and approved accordingly, and content generated by Roche Diagnostics and Diabetes Care in line with the ABHI Code.

In this regard, the Panel noted Roche's submission that it had no involvement in the creation or approval of the content of four of the five pages referred to by the complainant which were the responsibility of Roche Diagnostics or Roche Diabetes Care. Roche submitted that these pages were therefore out of scope of the ABPI Code.

Whilst the Panel noted from the site map of the website at the time of the complaint that three sections, entitled 'Our role in diagnostics', 'Our role in Pharma' and 'Our role in Diabetes Care' appeared within the section on the website homepage titled 'Roche in the UK', the website did not appear to have three separate sections hosted within the site specific to Roche Diagnostics, Roche Products Ltd and Roche Diabetes Care. It appeared from the site map that the 'Roche in the UK' section sat on the homepage alongside sections titled 'Partnering with the NHS & beyond', 'Innovation in Science', 'Careers in the UK', and 'Sustainability'. The Panel considered that the existence of three separate sections and entities would certainly not be clear to visitors to the website.

Four of the five pages referred to by the complainant sat within the section of the website titled 'Innovation in Science' and the fifth webpage sat within the section titled 'Sustainability'. The Panel noted that within the 'Innovation in Science' section were sections titled 'Enabling better health decisions', 'Following the science', 'Harnessing technological advances to fight disease' and 'Promoting a healthy lifestyle'. It appeared to the Panel that the four webpages considered by Roche to be outside the scope of the ABPI Code appeared within a section of the website that was not solely dedicated to Roche Diagnostics and Roche Diabetes Care as implied by Roche. In any event, the Panel further noted that the therapy areas of the three Roche companies overlapped and whether the ABPI Code applied to any specific webpage would therefore depend on the context and content of that page.

The Panel noted that which Roche company created the webpage in question would not necessarily determine whether or not the ABPI Code would apply, a number of factors would be taken into consideration including the content of the material. The Panel noted that all of the material above sat on the same roche.co.uk website and considered that in the event that more than one code was applicable, the company should follow the more restrictive requirements.

The Panel considered that the information as described by the complainant on each of the four webpages which sat in the 'Innovation in Science' section contained disease information about cancer, HPV or diabetes including references to their treatment. Whilst certain articles referred to diagnostic tests and such like, the Panel considered that the information was primarily about the disease and thus constituted educational material for the public related to diseases. The material had not been certified and a breach was ruled in relation to each of the above four webpages. The Panel ruled a breach as high standards had not been maintained in this regard.

The Panel noted Roche's submission that the fifth webpage at issue, in the corporate sustainability area of the website, related to the 'Time of my Life' campaign; where Roche Products Ltd partnered with a coalition of cancer charities to raise awareness of patients' experiences of living with incurable cancer in the UK. It appeared that Roche acknowledged that this page was within the scope of the Code. According to Roche, the intent of sharing the information was not to raise awareness of disease but an example of driving sustainable healthcare through partnerships and therefore the content was corporate information and the information was examined as such.

The Panel noted that the introduction to this page stated that Roche's primary contribution to healthcare was to discover and develop medicines and diagnostics that significantly improved people's lives and referred to Roche's commitment to working with many different partners to continuously and sustainably reduce the barriers that prevented or impeded access to products. This was followed by 'Thirty medicines developed by Roche are included in the World Health Organisation Model Lists of Essential Medicines, amongst them life-saving antibiotics, antimalarials and cancer treatments'.

Whilst the Panel noted that the information on the webpage, including discussion of the 'Time of my life' campaign which was illustrated by information about cancer, it noted the number of claims with regard to the benefit of treatments/medication. The Panel further

noted the context in which they appeared, particularly noting the bold reference to '700K+ patients in the UK are benefiting from Roche treatments' and that the campaign appeared to be initiated by Roche and it was the only pharmaceutical company involved. The Panel considered that whilst no specific Roche medicines were referred to, it was likely that readers/viewers of the webpage would link the very positive statements made about treatments to Roche's treatments and the webpage therefore constituted promotion of Roche's medicines as opposed to educational material for the public related to diseases as alleged. The Panel therefore ruled no breach of the Code as the requirements for educational material did not apply. Noting the complainant's very narrow allegation, the Panel consequently ruled no breach of the clause of the Code relating to high standards in this regard.

A robust certification procedure underpinned self-regulation. Whilst the Panel was concerned that Roche failed to recognise that the ABPI Code applied to four of the webpages at issue, and therefore failed to certify material aimed at the public as required by the Code, it noted Roche's submission that the content of the four webpages was reviewed and approved by colleagues in Roche Diagnostics or Roche Diabetes Care in line with their standard operating procedures (SOPs) and the ABHI Code of Practice. The Panel noted Roche's submission that its colleagues at Roche Diagnostics were, however, currently unable to provide an approval certificate for the page related to HPV diagnostic screening. The Panel was further concerned to note that Roche considered the content of the fifth webpage to be corporate information and had therefore examined it. The Panel noted that irrespective of its decisions above, it appeared that Roche had, in principle, considered the issue of certification/approval in relation to the material at issue. On balance, noting its comments above, the Panel did not consider in the particular circumstances of this case that a ruling of a breach of Clause 2 was warranted and no breach was ruled.

The Panel noted the complainant's allegation that a share option was provided at the bottom of each of the five pages to share this information on social media and email and, if used, there was no declaration from the outset of Roche's involvement in the creation of this content.

The Panel noted from the template provided by Roche that the sharing of content generated an email to the recipient with the email subject line stating 'Roche Link Suggestion' with the relevant URL included within in the body of the email. Whilst the Panel did not know what the shared emails would look like, the Panel noted that the complainant had not provided any emails and thus the Panel considered the allegation in relation to the template. As the subject line referred to Roche and the link made reference to Roche, in the Panel's view, it was clear that recipients were being directed to content on the Roche.co.uk website. The Panel therefore considered that based on the template alone, it had not been established that Roche's involvement would not have been clear from the outset if any of the webpages were shared as alleged and it therefore ruled no breach of the Code in relation to use of the template linked to each of the webpages.

A complainant who described themselves as a health professional was concerned that educational disease information directed at patients and the public had not been certified for this purpose on the Roche UK website.

COMPLAINT

The complainant submitted that there were breaches of Clause 8.3 (educational disease content aimed at public/patients not certified), Clause 5.1 (high standards not maintained), Clause 5.5 (material relating to medicines and their uses, whether promotional or not, and information relating to human health or diseases which is sponsored by a pharmaceutical company or in which a pharmaceutical company has any other involvement, must clearly indicate the role of that pharmaceutical company, which was not the case on the share option provided on the pages) and Clause 2 (industry had been brought into disrepute). The complainant provided the following examples of these breaches:

- 1 <https://www.roche.co.uk/en/innovation-in-science/technological-advancements.html>.

On this page, information on cancer was given, with the text reading 'Diagnosing cancer is just the start. Knowing the specific type of cancer that the patient has is key in deciding the best possible treatment options. Looking for changes or mutations in the cancer DNA (known as genomic analysis) provides doctors with invaluable information about the type of cancer, helping them to select the treatment that could provide the best outcome for the patient'. Most suspected cases of cancer were confirmed by looking down a microscope at a biopsy 'piece of tissue' or a blood sample taken from the patient. A share option was provided at the bottom of this page to share this information on social media and email. If the share option was used, there was no declaration from the outset of Roche's involvement in the creation of this content.

- 2 On the following page, <https://www.roche.co.uk/en/innovation-in-science/in-vitro-diagnostics.html>, references to cervical cancer information was given.

The text read 'For example, cervical cancer is a highly preventable disease, yet over 3,000 women are diagnosed with it in the UK each year. 2 More than 99% of cervical cancers are caused by a persistent, high-risk human papillomavirus (HPV) infection, which can be identified by testing for the presence of the HPV infection. 3 Catching cervical cancer and treating early, in the pre-cancerous stage, can lead to better patient outcomes'. Information on heart failure was also visible on the same page 'Over half a million people in the UK live with heart failure 5 and because many of its symptoms (such as shortness of breath) can be attributed to other conditions, often it goes undiagnosed'. A share option was provided at the bottom of this page to share this information on social media and email. If the share option was used, there was no declaration from the outset of Roche's involvement in the creation of this content.

- 3 The following page had disease information on diabetes, <https://www.roche.co.uk/en/innovation-in-science/our-path.html>.

The content read as 'Recent NHS statistics indicate that more than half of the adult population is overweight or obese 2 and that more than a third of adults in England are at risk of developing Type 2 diabetes'. A share option was provided at the bottom of this page to share this information on social media and email. If the share option was used, there was no declaration from the outset of Roche's involvement in the creation of this content.

- 4 The following information on HPV information screening webpage was discussing HPV disease facts.

The content read 'HPV is transmitted through skin to skin genital contact. It can be just one contact, once, and the virus can stay in the system for years. The human body will usually clear HPV infections on its own, however, on rare occasions, HPV infections will cause changes to cervical cells that may progress to cervical cancer. Regular screening for HPV is important to identify those at increased risk of developing cervical cancer'. Underneath this text were facts and figures about HPV, https://www.roche.co.uk/en/innovation-in-science/hpv_primary_screening.html. A share option was provided at the bottom of this page to share this information on social media and email. If the share option was used, there was no declaration from the outset of Roche's involvement in the creation of this content.

- 5 The sustainability section of the Roche UK website featured stories about cancer but had not been certified, <https://www.roche.co.uk/en/sustainability/patients.html>.

When writing to Roche, the Authority asked it to consider the requirements of Clauses 2, 5.1, 5.5 and 8.3 of the 2021 Code.

RESPONSE

Roche submitted that the complaint referred to pages included on its corporate website (www.roche.co.uk). This website was intended to provide the audience with an overview of Roche in the UK and therefore incorporated content from Roche Products Ltd, Roche Diagnostics and Roche Diabetes Care. These companies were run as separate entities and responsibility for Roche's pharmaceutical portfolio was held solely by Roche Products Ltd.

Given the nature of a corporate website, the Roche.co.uk platform hosted content from the three companies as a central repository albeit there were separate sections hosted within the site specific to Roche Products Ltd, Roche Diagnostics and Roche Diabetes Care.

As Roche Products Ltd promoted medicines, it was a member of the Association of the British Pharmaceutical Industry (ABPI) with Roche Diagnostics and Roche Diabetes Care being members of the Association of British Health Tech Industries (ABHI). As such, Roche considered content generated by Roche Products Ltd for inclusion on the website in scope of the ABPI Code and it was reviewed and approved accordingly, and content generated by Roche Diagnostics and Diabetes Care as in line with the ABHI Code.

In light of the allegations made, Roche wanted to reassure the PMCPA that Roche UK strove for high standards across all three of the separate entities and had robust processes in place to ensure that all materials and activities were accurate and met the requirements of the ABPI and ABHI Codes of Practice, where applicable.

Roche's response below dealt with each of the attachments provided in the initial complaint.

Attachment 1: <https://www.roche.co.uk/en/innovation-in-science/technological-advancements.html>

With regard to the alleged breaches of Clauses 8.3, 5.1 and 2 of the Code, Roche Products Ltd submitted that the content in question related to technological advancements in digitalising cancer diagnosis and advances in screening techniques located via the Innovation in Science/Technological advancements tab located on the homepage.

Roche Products Ltd submitted that it had no involvement in the creation or approval of the content, the intent of which was to provide corporate information and context regarding Roche Diagnostics and the role of screening in cancer care. The content was reviewed and approved by colleagues in Roche Diagnostics in line with their standard operating procedures (SOPs) and the ABHI Code of Practice.

As such, this was out of scope of the ABPI Code and Roche Products Ltd refuted any allegations of specific breaches of the Code.

Attachment 2: <https://www.roche.co.uk/en/innovation-in-science/in-vitro-diagnostics.html>

With regard to the alleged breaches of Clauses 8.3, 5.1 and 2 of the ABPI Code, Roche Products submitted that, again, this page was corporate information and context regarding Roche Diagnostics, specifically *in vitro* testing and diagnostics. Roche Products Ltd submitted that it had no involvement in the creation or approval of the content. The material was reviewed and approved by colleagues in Roche Diagnostics in line with their SOPs and the ABHI Code of Practice.

As such, this was out of scope of the ABPI Code and Roche Products Ltd refuted any allegations of specific breaches of the Code.

Attachment 3: <https://www.roche.co.uk/en/innovation-in-science/our-path.html>

With regard to the alleged breaches of Clauses 8.3, 5.1 and 2 of the ABPI Code, Roche Products submitted that the content on this page related specifically to Roche Diabetes Care and a digital programme collaboration. Roche Products Ltd submitted that it had no involvement in the creation or approval of the content. The material was reviewed and approved by colleagues in Roche Diabetes Care in line with its SOPs and the ABHI Code of Practice.

As such, this was out of scope of the ABPI Code and Roche Products Ltd refuted any allegations of specific breaches of the Code.

Attachment 4: https://www.roche.co.uk/en/innovation-in-science/hpv_primary_screening.html

With regard to the alleged breaches of Clauses 8.3, 5.1 and 2 of the ABPI Code, Roche Products Ltd submitted that the content of this page was specific to Roche Diagnostics and screening for HPV. Roche Products Ltd submitted that it had no involvement in the creation or approval of the content. The material was reviewed and approved by colleagues in Roche Diagnostics in line with its SOPs and the ABHI Code of Practice.

As such, this was out of scope of the ABPI Code and Roche Products Ltd refuted any allegations of specific breaches of the Code.

Attachment 5: <https://www.roche.co.uk/en/sustainability/patients.html>

With regard to the alleged breaches of Clauses 8.3, 5.1 and 2 of the ABPI Code, the page referred to was in the corporate sustainability area of the website relating to the 'Time of my Life' campaign; where Roche Products Ltd partnered with a coalition of cancer charities to raise awareness of patients' experiences of living with incurable cancer in the UK. This content was approved and subsequently included in the corporate sustainability section of the Roche.co.uk website. In this instance, the intent of sharing the information was not to raise awareness of disease but an example of driving sustainable healthcare through partnerships and therefore Roche considered the content to be corporate information. The information was examined as such.

Roche did not accept a breach of Clause 8.3 and also refuted allegations of Clauses 5.1 and 2 in this instance and believed that high standards had been maintained.

Sharing Links

With regard to the alleged breaches of Clause 5.5, the complainant stated that 'A share option was provided at the bottom of this page to share this information on social media and email. If the share option was used, there was no declaration from the outset of Roche involvement in the creation of this content'. The ability to share the content of each page was provided by the share button on the bottom of the page, and within the majority of browsers used to view the website (for example, Google Chrome or Safari).

Roche Products submitted that sharing content generated an email to the recipient with the message title clearly stating the content contained a link from Roche (example provided).

In addition, in every single case, Roche Products submitted that it was clear that the information being shared directed users to a channel administered and owned by Roche, with each page containing in the footnote bar at the bottom a copyright sign denoting that the content had been developed by Roche. The content could not be independently shared away from the Roche channel and consequently it was clear that Roche was involved in the creation of the content. As such, Roche refuted any breach of Clause 5.5 of the ABPI Code.

Summary

In summary Roche Products submitted that the Roche.co.uk website was designed to include content relating to Roche in the UK with an initial overview of Roche Products Ltd, Diagnostics and Diabetes Care and subsequent sections of the website specific to each entity. As part of Roche's ongoing digital governance strategy, it was continually reviewing content to ensure relevance and compliance with the appropriate codes of practice. As such, Roche would take insights from the commentary in this complaint to look at continual improvement of the website through the lens of the ABPI and ABHI Codes of Practice to ensure high standards were consistently maintained.

Lastly, Roche Products Ltd reiterated its commitment to the maintenance of high standards and the assurance of robust processes in place to ensure that all materials were accurate and met the requirements of the ABPI Code.

In response to a request for further information, Roche provided a copy of the Roche.co.uk homepage current at the time of the complaint. In addition, a site map of the website at the time of the complaint was provided. Roche submitted that the content for the related pages were navigated to via the main menu bar and then either the innovation in science or sustainability tabs with text being approved by the relevant business generating the content eg Roche Pharma, Diagnostics or Diabetes Care. Approval documentation for the five webpages were provided.

Roche submitted that the page in the corporate sustainability area of the website related to the 'Time of my Life' campaign; where Roche Products Ltd partnered with a coalition of cancer charities to raise awareness of patients' experiences of living with incurable cancer in the UK. This content was approved and subsequently included in the corporate sustainability section of the Roche.co.uk website. In this instance, the intent of sharing the information was not to raise awareness of disease but an example of driving sustainable healthcare through partnerships and therefore we consider the content to be corporate information. The information was examined as such.

Roche submitted that its colleagues at Roche Diagnostics were currently unable to provide an approval certificate for the page related to HPV diagnostic screening but if this became available it would be provided.

In response to a further request for further information, Roche provided copies of the patient story videos that were available to view from the sustainability section of the Roche.co.uk website ('Cher's story' and 'Daniel's story') current at the time of the complaint.

PANEL RULING

Clause 8.3 stated, *inter alia*, that educational material for the public or patients issued by companies which relates to diseases or medicines but is not intended as promotion for those medicines must be certified in advance in a manner similar to that provided for by Clause 8.1.

The Panel noted Roche's submission that the complainant referred to pages included on its corporate website (www.roche.co.uk) which acted as a central repository and hosted content from Roche Products Ltd, Roche Diagnostics and Roche Diabetes Care, which were run as three separate entities, in separate sections on the website. Responsibility for Roche's pharmaceutical portfolio was held solely by Roche Products Ltd.

The Panel further noted Roche's submission that Roche Products Ltd was a member of the ABPI with Roche Diagnostics and Roche Diabetes Care being members of ABHI. As such, Roche considered content generated by Roche Products Ltd for inclusion on the website in scope of the ABPI Code and it was reviewed and approved accordingly, and content generated by Roche Diagnostics and Diabetes Care in line with the ABHI Code.

In this regard, the Panel noted Roche's submission that it had no involvement in the creation or approval of the content of four of the five pages referred to by the complainant which were the responsibility of Roche Diagnostics or Roche Diabetes Care and were reviewed and approved by colleagues in line with their standard operating procedures (SOPs) and the ABHI Code of Practice; Roche submitted that these pages were therefore out of scope of the ABPI Code.

Whilst the Panel noted from the site map of the website at the time of the complaint that three sections, entitled 'Our role in diagnostics', 'Our role in Pharma' and 'Our role in Diabetes Care' appeared within the section on the website homepage titled 'Roche in the UK', the website did not appear to have three separate sections hosted within the site specific to Roche Diagnostics, Roche Products Ltd and Roche Diabetes Care. It appeared from the site map that the 'Roche in the UK' section sat on the homepage alongside sections titled 'Partnering with the NHS & beyond', 'Innovation in Science', 'Careers in the UK', and 'Sustainability'. The Panel considered that the existence of three separate sections and entities would certainly not be clear to visitors to the website.

The Panel noted that four of the five pages referred to by the complainant sat within the section of the website titled 'Innovation in Science' and the fifth webpage sat within the section titled 'Sustainability'. The Panel noted that within the 'Innovation in Science' section were sections titled 'Enabling better health decisions', 'Following the science', 'Harnessing technological advances to fight disease' and 'Promoting a healthy lifestyle'. It appeared to the Panel that the four webpages considered by Roche to be outside the scope of the ABPI Code appeared within a section of the website that was not solely dedicated to Roche Diagnostics and Roche Diabetes Care as implied by Roche. In any event, the Panel further noted that the therapy areas of the three Roche companies overlapped and whether the ABPI Code applied to any specific webpage within 'Our role in diabetes care' and 'Our role in diagnostics' would therefore depend on the context and content of that page.

The Panel noted that which Roche company created the webpage in question would not necessarily determine whether or not the ABPI Code would apply, a number of factors would be taken into consideration including the content of the material. The Panel noted that all of the material above sat on the same roche.co.uk website and considered that in the event that more than one code was applicable, the company should follow the more restrictive requirements.

The Panel considered that the information as described by the complainant on each of the four webpages referred to by the complainant which sat in the 'Innovation in Science' section contained disease information about cancer, HPV or diabetes including references to their treatment. Whilst certain articles referred to diagnostic tests and such like, the Panel considered that the information was primarily about the disease and thus constituted educational material for the public related to diseases. The material had not been certified as required by Clause 8.3 and a breach was ruled in relation to each of the above four webpages. The Panel considered that high standards had not been maintained in this regard and a breach of Clause 5.1 was ruled.

The Panel noted that the complainant provided the link <https://www.roche.co.uk/en/sustainability/patients.html> and alleged that the sustainability section of the Roche UK website featured stories about cancer but had not been certified. The Panel noted that this fifth webpage, titled 'Patients', sat within the section on the homepage titled 'Sustainability'. It appeared Roche acknowledged that this page was within the scope of the ABPI Code.

The Panel noted Roche's submission that the fifth webpage at issue was in the corporate sustainability area of the website and related to the 'Time of my Life' campaign; where Roche Products Ltd partnered with a coalition of cancer charities to raise awareness of patients' experiences of living with incurable cancer in the UK. According to Roche, the intent of sharing the information was not to raise awareness of disease but an example of driving sustainable

healthcare through partnerships and therefore Roche considered the content to be corporate information and the information was examined as such.

The Panel noted that the introduction to the page at issue stated that its [Roche's] primary contribution to healthcare was to discover and develop medicines and diagnostics that significantly improve people's lives and referred to Roche's commitment to working with many different partners to continuously and sustainably reduce the barriers that prevent or impede access to products. This was followed by 'Thirty medicines developed by Roche are included in the World Health Organisation Model Lists of Essential Medicines, amongst them life-saving antibiotics, antimalarials and cancer treatments'.

The Panel noted that when discussing the 'Time of my Life' initiative on the webpage, it stated that 'the campaign aimed to raise public understanding of what it means to be a cancer patient in the UK. This is at a time when survival rates have fallen behind Europe in nine out of 10 cancers and when almost half of cancer cases are diagnosed at a late stage'. It further stated 'The campaign asked the nation to publicly show its support for incurable cancer patients in need of life extending treatments, by sharing a series of moving short films. The films set to an acoustic version of "(I've Had) the Time of My Life", used real life stories to illustrate the importance of access to modern cancer treatments in giving incurable cancer patients the chance of quality time with loved ones'. It then included a quote from a named patient whose patient story video was viewable from the website 'Thanks to my treatments, I've met my first grandchild and I hope I get to make many more memories like this with my loved ones'. This was followed by '700K+ patients in the UK are benefiting from Roche treatments' which was in bold blue and black font and was referenced to Roche data on file. Below this was information about the patient described above and the same quote and information about, and quotes from, the named celebrity who had lost her sister-in-law to cancer and was fronting the campaign.

The Panel noted that the first patient story video included the patient described above and started by describing her trip to get a new tattoo representing breast and ovarian cancer to remind her that cancer was part of her life. She described herself as being classed as incurable stage 3 cancer and currently taking three different medications which she described as keeping her stable and giving her quality of life. She stated that she could do all the things she wanted to do and without that stability she possibly would not have been around to meet her grandson. The patient's friend then described their friendship stating, *inter alia*, that she was 'very very grateful that we do have the medications otherwise things would be completely different'. In the second patient story video, the patient's partner stated 'getting extra time was everything' and referred to the fact that the patient 'campaigns for life-enhancing drugs'. Both patient story videos included a number of slides at the end. The first stated 'Everybody deserves to live as full a life as possible for as long as possible'; the second read 'Modern cancer treatments have given some incurable cancer patients the gift of time -quality time with family friends, and loved ones'; the third slide read 'Support our campaign around the importance of access to these treatments in the UK by sharing and liking this video'; the fourth slide stated '#TimeOfMyLife'; the fifth slide included the Roche logo surrounded by the logos of five cancer charities and a footnote at the bottom which stated that Roche Products Ltd had fully funded and produced this short film with its campaign partners and listed the cancer charities whose logos appeared above. The penultimate slide read 'Doing now what patients need next' followed by the final slide which included Roche's logo.

Whilst the Panel noted that the information on the webpage, including discussion of the 'Time of my life' campaign which was illustrated by information about cancer, it noted the number of

claims with regard to the benefit of treatments/medication as noted above on the webpage and within the patient story videos which were viewable from the website. The Panel further noted the context in which they appeared, particularly noting the bold reference to '700K+ patients in the UK are benefiting from Roche treatments' and that the campaign appeared to be initiated by Roche and it was the only pharmaceutical company involved. The Panel considered, noting its comments, that whilst no specific Roche medicines were referred to, it was likely that readers/viewers of the webpage would link the very positive statements made about treatments to Roche's treatments and the webpage therefore constituted promotion of Roche's medicines as opposed to educational material for the public related to diseases as alleged. The Panel therefore ruled no breach of Clause 8.3 as the requirements for educational material did not apply. The Panel, noting the complainant's very narrow allegation, consequently ruled no breach of Clause 5.1 in this regard.

A robust certification procedure underpinned self-regulation. Whilst the Panel was concerned that Roche failed to recognise that the ABPI Code applied to four of the webpages at issue, and therefore failed to certify material aimed at the public as required by the Code, it noted Roche's submission that the content of the four webpages was reviewed and approved by colleagues in Roche Diagnostics or Roche Diabetes Care in line with their standard operating procedures (SOPs) and the ABHI Code of Practice. The Panel noted Roche's submission that its colleagues at Roche Diagnostics were, however, currently unable to provide an approval certificate for the page related to HPV diagnostic screening. The Panel was further concerned to note that Roche considered the content of the fifth webpage to be corporate information and had therefore examined it. The Panel noted that irrespective of its decisions above, it appeared that Roche had, in principle, considered the issue of certification/approval in relation to the material at issue. On balance, noting its comments above, the Panel did not consider in the particular circumstances of this case that a ruling of a breach of Clause 2 was warranted and no breach was ruled.

The Panel noted the complainant's allegation that a share option was provided at the bottom of each of the five pages to share this information on social media and email and, if used, there was no declaration from the outset of Roche's involvement in the creation of this content.

The Panel noted from the template provided by Roche that the sharing of content generated an email to the recipient with the email subject line stating 'Roche Link Suggestion' with the relevant URL included within in the body of the email. Whilst the Panel did not know what the final shared emails would look like, the Panel noted that the complainant had not provided any final emails and thus the Panel considered the allegation in relation to the template. As the subject line referred to Roche and the link made reference to Roche, in the Panel's view, it was clear that recipients were being directed to content on the Roche.co.uk website. The Panel therefore considered that based on the template alone, it had not been established that Roche's involvement would not have been clear from the outset if any of the webpages were shared as alleged and it therefore ruled no breach of Clause 5.5 in relation to use of the template linked to each of the webpages.

Complaint received **11 November 2021**

Case completed **14 December 2022**