CASE/0970/05/26

COMPLAINANT v PFIZER

Allegations regarding an advertisement

CASE SUMMARY

This case was in relation to the appearance of a promotional banner advertisement for Comirnaty (Covid-19 mRNA vaccine) on the data platform of a pharmacy publisher. The complainant stated they had never had an account or logged in to any of the publisher's platforms and raised concerns that there was no check to confirm that visitors were health professionals. The complainant alleged that a prescription only medicine had been advertised to members of the public.

The outcome under the 2024 Code was:

Breach of Clause 16.1	**Requirement that promotional material about prescription only medicines directed to a UK audience which is provided on the internet must comply with all relevant requirements of the Code**
Breach of Clause 26.1	**Advertising a prescription only medicine to the public**

No Breach of Clause 5.1	**Requirement to 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

COMPLAINT

The complaint wording is reproduced below:

> "Hello I'm not sure that I'm supposed to see this, but I saw an ad for Pfizer's COMIRNATY on a website I landed on, saying it is promo content developed by Pfizer for UK Healthcare Professionals. This is the landing page: [URL provided] There is no 'I'm a healthcare professional' check. Attached is a screenshot. It's unusual seeing prescription drug ads but maybe it's allowed if it's a covid vaccine?? I contacted the MHRA but they said I need to come to you."

FURTHER INFORMATION FROM THE COMPLAINANT

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

"I was doing some business development, looking for healthcare companies in [location] I might want to approach and work with. The following data came back from a Google Maps scraping crawl I did, into an Excel files:

[Named publisher website name, and address details provided]

I visited the URL of the site to research the company further, and that's when I saw the ad.

I guess the allegation is that a member of the public was shown advertising for a prescription product. Marketing to the public?? I forget the name for it."

"No, I have never had an account or logged into anything [Named publisher] related. I'd never heard of the company before this."

When writing to Pfizer, the PMCPA asked it to consider the requirements of Clauses 16.1, 26.1 and 5.1 of the 2024 Code.

PFIZER'S RESPONSE

The response from Pfizer is reproduced below:

"Thank you for your letter dated 18th May 2026 notifying Pfizer of a complaint concerning material displayed on the [Named data platform] website. Pfizer takes its responsibilities under the ABPI Code of Practice (the Code) very seriously, and we are committed to maintaining high standards in all of our activities. We have conducted a thorough investigation into the circumstances leading to the complaint and our response is set out below.

1. The material at issue

The material at issue related to COMIRNATY LP.8.1 30 micrograms/dose dispersion for injection in pre-filled syringe, which is indicated for active immunisation to prevent COVID-19 caused by SARS-CoV-2, in individuals 12 years of age and older, in accordance with official recommendations.

The material (PP-CMR-GBR-1019) is a Comirnaty banner advertisement, made up of four frames, promotionally certified by a Pfizer final signatory for use with UK Healthcare Professionals (HCPs) visiting the [Named publisher's] Pharmacy News website. The purpose of the campaign was to encourage community pharmacies to consider establishing a COVID-19 vaccination service for those eligible within the licensed indication, particularly now that the recommended age cohort within the national immunisation prog[r]amme has been scaled back. The only reference to Pfizer's vaccine was through inclusion of the vaccine's brand name 'Comirnaty' and its non-propriety name equivalent '*Covid-19 mRNA vaccine*'. No other information or claims related to Comirnaty were displayed in the four frames of the advertisement. A copy of the approved item and certificate are enclosed together with details of the signatory's qualifications.

2. Description of the [Named publisher's] platforms and intended audience

[Named publisher] Community Pharmacy News is a professional platform providing news, analysis, clinical updates and educational content to pharmacists and pharmacy technicians working in community pharmacy in the UK. Pfizer used its media buying agency to book placement of the Comirnaty advertisement within the [Named publisher's] Community Pharmacy News website. The site is clearly label[l]ed as '*intended for healthcare professionals only*'. A test link was provided by [Named publisher] to a temporary staging site for the advertisement on the Community Pharmacy News site which was assessed by the final signatory as part of the certification process. [Copy provided] includes a screenshot of the staging site supplied by [Named publisher]. Please note that as this is a live staging site, the screenshot contains a subsequent version of the Comirnaty advertisement that was used to refresh the campaign, however, this is included to illustrate the location of the advertisement that Pfizer had approved as part of the certification process.

[Named data platform] is an online database and data source used by pharmacy professionals for operational purposes including dispensing, ordering, price checking, and benchmarking of pharmacy products. Pfizer understands that the [Named data platform] site would normally be accessed by community pharmacists and pharmacy technicians using a direct link or via the data tab on the Community News site. [Named publisher] describes the Data platform as a '*non-content*' website, only containing pharmacy related data situated behind a login. As the site contains data and not content, [Named publisher] has informed Pfizer that it is highly unlikely that the site would be returned in any standard internet search results from members of the public searching for information about community pharmacy, specific medicines or any other topic.

Community pharmacists and pharmacy technicians are a relevant and appropriate audience for advertising material related to Pfizer's Comirnaty vaccine given the role that pharmacists and pharmacy technicians play in delivering private immunisation to prevent COVID-19, to those eligible within the license indication, particularly now that the recommended age cohort within the national immunisation prog[r]amme has been scaled back.

As part of Pfizer's due diligence ahead of placing the advert, a member of the Pfizer brand team contacted [Named publisher] directly to request further information on how [Named publisher] was able to ensure that the Comirnaty advert would be restricted to an HCP only audience. An email response from [Named publisher] to Pfizer dated 22 October 2025 stated that [Named publisher] had '*the largest, verified and double-validated audience across UK retail pharmacists'* and that [Named publisher] registration was *'directly linked to the GPhC database*', enabling [Named publisher] to '*cross-reference and verify*' whether those registering as pharmacists or technicians were genuine. The same email stated that [Named publisher's] registration also included validated email checks and that Prescription Only Medicine (POM) campaigns could be delivered to '*logged-in, verified HCP members only, if required*', with content capable of being placed '*behind firewalls with gated access*'.

Pfizer therefore understood that the audience within [Named publisher's] website would be restricted to their validated pharmacist and pharmacy technician database and on that

basis Pfizer proceeded to place the advertisement with [Named publisher] on their Community Pharmacy News site.

3. Circumstances leading to the complaint

Through our investigation into the complaint, Pfizer has learnt that [Named publisher] took a decision to extend the placement of the advertisement to the [Named data platform] to provide additional advertising capacity to meet the volume of impressions forecast. This was done independently by [Named publisher] without consultation with Pfizer.

When the Complainant visited the [Named data platform], the Comirnaty advertisement was served in a panel on the login page which was in front of the member login step meaning that the advert was no longer targeted to *'logged-in, verified HCP members only*' differing significantly from the assurances previously provided to Pfizer.

Pfizer relied in good faith on the assurances provided regarding audience verification and access controls prior to the advertisement being placed. Pfizer has suspended all advertising with the [Named data platform] as a result of the information gathered through our investigation of this complaint.

4. Pfizer's response to the alleged breaches of the Code

Clause 16.1

Clause 16.1 requires that promotional material about prescription only medicines directed to a UK audience which is provided on the internet must comply with all relevant requirements of the Code.

Pfizer confirms that the material at issue was developed and certified in accordance with its established internal review and approval procedures, and in full compliance with clause 8.1 of the Code. The material was clearly labelled as containing *'promotional content developed by Pfizer Ltd for UK Healthcare Professionals'*, and included all obligatory information required under the Code, including the black triangle, prescribing information and adverse event reporting details. In addition, the material included a unique reference number and date of preparation, ensuring appropriate traceability and version control. The content was fully referenced in line with Code requirements.

At the time of certification, Pfizer reasonably understood that the material would be displayed within a controlled, professional environment with appropriate access restrictions. Pfizer submits that the certification process appropriately reflected the intended placement, audience, and context of use as they were understood at the time. As such, we did not consider it necessary to include signposting to alternative sources of information for members of the public as required by the supplementary information to clause 16.1 for unrestricted promotional material.

In addition, Pfizer notes that the Complainant was not actively seeking information about Comirnaty at the time of accessing the advertisement, but rather encountered the material incidentally during a broader, employment/work related search exercise. Whilst the Complainant clearly should not have been exposed to the advertisement, we understand that the nature of the [Named data platform] means that it is highly unlikely that the

advertisement was inappropriately served to members of the public searching for information about Comirnaty, Covid-19 or any other topic. We do not therefore believe that the absence of an alternative appropriate source of Comirnaty information for members of the public, encouraged anyone to inappropriately access promotional information intended for an HCP audience. Pfizer therefore denies a breach of clause 16.1.

Clause 26.1

Pfizer submits that we took reasonable and appropriate steps to ensure that the material was directed only to an appropriate HCP audience. Despite the Complainant's experience, we believe that it remains highly unlikely that a member of the public using standard approaches to search the internet would have been exposed to the Comirnaty advert on the [Named data platform] site.

The [Named data platform] itself is a specialist database used in connection with community pharmacy operations. It is not designed or structured as a general consumer or public-facing website and does not contain general-interest content that would typically be indexed or surfaced through standard internet search behaviour.

Pfizer also notes that the circumstances described in the complaint appear to be highly unusual. The Complainant stated that they identified the site as part of a '*Google Maps scraping crawl*' which generated a dataset of healthcare-related entities and associated links. This refers to a technical, automated process used to extract large volumes of data and website links programmatically, rather than through normal user navigation. Pfizer submits that this represents an atypical and indirect method of accessing the site, which does not reflect how members of the public would ordinarily encounter or access the [Named publisher] platforms.

Whilst Pfizer was badly let down by the independent actions and false assurances provided by [Named publisher], we do not believe the circumstances of how the Complainant navigated to the [Named data platform] site and was served the Comirnaty advert, truly represent promotion to the public and Pfizer therefore denies a breach of clause 26.1.

Clause 5.1

Pfizer does not consider that the circumstances of the complaint indicate a failure to uphold the standards expected of our industry. On the contrary, we took all appropriate and proactive steps to ensure compliance with the Code and were let down by the misleading information provided by [Named publisher]. The advert was developed and certified in line with all Code requirements and Pfizer selected a specialist, pharmacy-focused third-party platform which was represented to operate validated user registration and targeting controls linked to professional credentials. In placing the advertisement with [Named publisher], Pfizer therefore sought to ensure that the material would be directed only to an appropriate HCP audience within a controlled environment. We believe that our actions in preparing the advertising material and confirming the HCP targeting methodology of [Named publisher] demonstrate appropriate diligence of a standard that is consistent with the requirements of the Code and we therefore deny a breach of clause 5.1."

FURTHER INFORMATION FROM PFIZER

Pfizer's response to additional information requested by the case preparation manager is reproduced below:

> "Further to your email of 16th June 2026 containing the following queries:
>
> **1. Contractual framework and instruction to [Named publisher]**
>
> Pfizer does not have a direct contractual arrangement with [Named publisher]. We are not therefore able to supply a copy of a written agreement. Instead, please find below details and a supporting enclosure explaining further the setup of the Comirnaty advertising campaign with [Named publisher].
>
> Pfizer has appointed [Named buying agency] as its global media buying agency in a partnership arrangement called [named arrangement]. [Named buying agency] is engaged under a global Master Services Agreement (MSA**).** Under the [named arrangement] framework, [Named agency], a [Named buying agency] group company, is authorised to act as Pfizer's agent for media buying activities with third-party publishers such as [Named publisher].
>
> **Comirnaty Campaign:**
>
> As part of Pfizer's media planning for the 2026 business year, [Named agency] proposed the use of [Named publisher] as a potential channel for advertising to Pharmacy HCPs for the Comirnaty private market. During Pfizer's consideration of the proposed advertising opportunity, due diligence was completed by a Pfizer colleague on [Named publisher's] ability to restrict advertising to an HCP audience.
>
> On 29th January 2026, [Named agency] then initiated detailed discussions with [Named publisher], providing a campaign brief outlining the intended scope of the activity.
>
> The briefing email included:
> - The target audience as pharmacy owners and independent pharmacists
> - The role of media as building awareness and reach among independent pharmacists using targeted third-party media
> - The objective of promoting Comirnaty within private vaccination services
>
> The briefing clearly established that the campaign was intended to reach an HCP audience within community pharmacy.
>
> **[Named publisher] response and HCP validation claims:**
>
> In response, [Named publisher] provided detailed information regarding its audience validation and targeting capabilities. This included:
> - Its audience was 'verified and double-validated' with registration linked to GPhC database

- Users could be cross-referenced to confirm they are genuine pharmacists or pharmacy technicians
- Additional safeguarding, including validated email checks, was in place to prevent non-HCP registration

[Named publisher] also described its ability to target users based on registration data and engagement behaviour, reinforcing it's positioning as a platform capable of delivering highly targeted communications to a verified HCP audience.

Campaign planning, booking and targeting confirmation

Following this, [Named agency] and [Named publisher] continued to refine campaign formats, confirm placements and secure inventory through standard media buying processes.

Go-live confirmation

At the point of campaign deployment on 31st of March, [Named agency] was instructed by Pfizer again to request written confirmation that the banner ads would be restricted exclusively to validated HCPs.

Links to staging sites

At no point in the development of the [Named publisher] campaign was the [Named data platform] discussed or proposed to host Comirnaty advertisements.

The staging links provided by [Named publisher] for the 3 different versions of the Comirnaty advert all linked to the [Named publisher] News site, the intended location for the adverts.
The staging link called "*Billboard*" is the link associated with the advert that was inappropriately placed in the [Named data platform] site.

2. Timeline of campaign activity

Please see below the detailed timeline for the Comirnaty spring campaign:

- **Campaign go-live**
  Display advertising activity for [Named publisher] commenced on 31 March 2026, with confirmation from [Named agency] and [Named publisher] that the campaign was begin delivering from this date.
- **Appearance on [Named data platform]**
  Pfizer understands from [Named publisher] that the Comirnaty advertisement began appearing on the [Named data platform] from the start of the campaign on 31 March 2026.
- **Identification of issue and action taken**

Pfizer first became aware of the issue raised by the complainant on 18 May 2026. The responsible Pfizer team member was informed on 19 May 2026, at which point the matter was immediately escalated.

- **Removal of advertisement**
  The advertisement was removed from the [Named data platform] on the morning of 20 May 2026, immediately following Pfizer's request.

- **Pause of campaign activity**
  All advertising activity with the [Named data platform] has been suspended as a result of the issue identified by the complainant."

PANEL RULING

This case was in relation to the appearance of a promotional banner advertisement for Comirnaty (Covid-19 mRNA vaccine) on the data platform of a pharmacy publisher.

The complainant, who classed themselves as a member of the public, stated that they were presented with the advertisement of Pfizer's product Comirnaty on the landing page of the publisher's data platform while conducting business development research. The complainant stated they had never had an account or logged in to any of the publisher's platforms and raised concerns that there was no check to confirm that visitors were health professionals. The complainant alleged that a prescription only medicine had been advertised to members of the public.

The Panel noted the complainant provided a URL to the data platform which appeared to direct viewers to its landing page. The Panel noted from the screenshot that the webpage was headed with the logo of the publisher's data platform in the top left and, immediately adjacent, the wording "Pharmacy pricelist, barcodes and pip codes".

The Comirnaty banner advertisement appeared towards the top of the webpage and included, amongst other things, the statement "This advertisement contains promotional content developed by Pfizer Ltd for UK Healthcare Professionals", together with links to prescribing information and adverse event reporting.

Further down the webpage, under the heading "Welcome to [Named data platform]", was a description of the platform:

> "[Named data platform] own and maintain a database of over 91,000 pharmacy products in a number of formats to suit your requirements. Depending on your needs, our data can help you with selling your products, dispensing, ordering, price checking, competitor analysis, benchmarking, and more. These are just some of the ways our customers are currently benefiting from the data."

A login box included towards the centre of the webpage was labelled "Sign in to [Named data platform]" and "For all [Named data platform] subscribers". There was the option to register and buttons for "Subscription options". The footer of the webpage included, amongst other things, hyperlinks to other websites operated by the publisher, including its news, jobs and learning websites.

The Panel noted that the Comirnaty advertisement appeared before the login box and was visible without logging in.

Pfizer submitted that the advertisement in question was a banner advertisement that had been promotionally certified for the publisher's pharmacy news website, "a professional platform providing news, analysis, clinical updates and educational content to pharmacists and pharmacy technicians working in community pharmacy in the UK". Pfizer submitted the advertisement had been booked for the pharmacy news website and that the audience should have been restricted to validated pharmacists and pharmacy technicians. Pfizer provided a screenshot for the staging site which included its banner advertisement on the pharmacy news webpage as part of its certification process. The Panel observed from the screenshot that the header included that the website was intended for healthcare professionals only and that there were a number of articles beneath the banner advertisement.

The Panel noted Pfizer's submission that the publisher had independently extended the placement of the advertisement to its data platform without consulting Pfizer. This resulted in the advertisement appearing on the data platform's landing webpage and that this was no longer targeted to "logged-in, verified HCP members only". The data platform was described as being "used by pharmacy professionals for operational purposes including dispensing, ordering, price checking, and benchmarking of pharmacy products".

The Panel noted that the requirements for access to promotional material on pharmaceutical company or company sponsored websites were different to the access requirements for advertisements placed in independently produced electronic journals intended for health professionals or other relevant decision makers.

Clause 16.1 required that promotional material about prescription only medicines directed to a UK audience provided on the internet must comply with all relevant requirements of the Code. The supplementary information to Clause 16.1, Website Access, stated that "Unless access to promotional material about prescription only medicines is limited to health professionals and other relevant decision makers, a pharmaceutical company website or company sponsored website must provide information for the public as well as promotion to health professionals with the sections for each target audience clearly separated and the intended audience identified". This was to avoid the public needing to access material for health professionals unless they chose to.

Clause 16.2 stated that a medicine covered by Clause 16.1 may be advertised in a relevant, independently produced electronic journal intended for health professionals or other relevant decision makers which can be accessed by members of the public.

The Panel noted that the advertisement had been published on the publisher's data platform as opposed to the intended pharmacy news website and that the data platform was described as a "non-content" website used by pharmacy professionals for operational purposes. On the evidence before it, the Panel did not consider the data platform was a relevant, independently produced electronic journal as referred to in Clause 16.2.

Pfizer submitted that the data platform would normally be accessed by community pharmacists and pharmacy technicians using a direct link or via a tab on the pharmacy news website and that it was highly unlikely that the website, which contained data rather than content, would

appear in standard internet search results from members of the public seeking information about community pharmacy or specific medicines.

The Panel noted the circumstances in which the complainant had encountered the platform was while undertaking business development activities.

The Panel considered, however, that the Comirnaty promotional advertisement appeared on the landing page of the platform before the login step and was therefore visible to visitors without the requirement to log in and verify their professional status. The Panel further noted that while the banner advertisement stated that it contained "promotional content developed by Pfizer Ltd for UK Healthcare Professionals", no disclaimer appeared on the publisher's data platform regarding the audience unlike the publisher's pharmacy news website. The Panel considered that the data platform was a separate website from the pharmacy news website, with a different domain and URL, and that the data platform could not rely on the provisions of the pharmacy news website.

Taking all the circumstances into account, the Panel concluded that, on the balance of probabilities, promotional content for Comirnaty was available to a broad audience, including members of the public. The Panel therefore considered that the placement of the banner advertisement amounted to advertising of a prescription only medicine to the public and ruled **a breach of Clause 26.1**.

The Panel took into account its determination that the data platform was not an independently produced electronic journal referred to in Clause 16.2, and that the placement of the Comirnaty promotional advertisement on the landing page of the data platform was in breach of Clause 26.1. On that basis, the Panel therefore considered that the banner advertisement at issue did not comply with the relevant requirements of the Code and ruled **a breach of Clause 16.1**.

Clause 5.1 required companies to maintain high standards at all times.

The Panel took into account Pfizer's submission that it had booked the placement of the banner advertisement for the publisher's pharmacy news website, sought information regarding the audience and access arrangements, and had reviewed its advertisement within the staging environment of the pharmacy news website as part of its certification process. The publisher had subsequently extended the advertisement to its separate data platform independently without consulting Pfizer.

The Panel considered that while it had ruled breaches of Clauses 16.1 and 26.1 above, Pfizer appeared to have been let down by the publisher. The Panel considered, in the particular circumstances of this case, its breach rulings above adequately covered the matters at issue, and it had not been established that Pfizer had failed to maintain high standards. The Panel ruled **no breach of Clause 5.1**.

Complaint received **11 May 2026**

Case completed **19 October 2026**