

ANONYMOUS v FERRING

Sponsorship of a sporting venue

An anonymous complaint was received about sponsorship by Ferring at a polo ground. Photographs showed Ferring's logo displayed on a low wall around the polo field.

In view of the clinicians present at the meeting and the amount of sponsorship paid for this advertising, the complainant thought the Authority would be interested as he believed that the 2006 Code prohibited sponsorship of sporting events by companies such as Ferring.

The Panel noted that the complainant had only provided very limited details. He had not stated when the photographs of the polo match had been taken but given his reference to the 2006 Code the Panel assumed that it must have been sometime after 1 May 2006 when the polo season started. According to Ferring, its corporate sponsorship of the polo club had expired in September 2005 although it appeared that the boards bearing the company logo may have stayed in place after that date. The complainant referred to 'clinicians present at the meeting' but gave no details of the meeting or who had sponsored it. Ferring stated that it had last used the ground for a meeting of health professionals in September 2003.

The Panel noted that the complaint was about the placement of boards bearing Ferring's company logo around the polo field, not about a meeting *per se*. The boards did not contain any promotional claims or refer to any medicines or therapy area. The Panel ruled no breach of the Code.

An anonymous complainant complained about signs denoting sponsorship by Ferring Pharmaceuticals Ltd at a polo ground.

COMPLAINT

The complainant enclosed two photographs which he stated had been taken at a polo match in the midlands. The photographs showed Ferring's logo displayed on a low wall around the field.

In view of the clinicians present at the meeting and the amount of sponsorship paid for this advertising, the complainant thought the Authority would be interested as he believed that the 2006 Code prohibited sponsorship of sporting events by such companies as Ferring. The complainant did not fully appreciate the changes which had been made but in fairness to all considered he must bring it to the Authority's attention.

When writing to Ferring, the Authority asked it to respond in relation to Clauses 2, 9.1 and 19.1 of the Code.

RESPONSE

Ferring noted that the complaint concerned a sign bearing its company logo at a polo club. The sign had appeared at the ground between May 2003 and September 2005, during which time Ferring was a corporate patron of the club.

Under the agreement, Ferring paid a fixed sum to the polo club in return for the following benefits during the polo season (1 May to 30 September): access for Ferring staff to watch polo matches; access to the club facilities for meetings; 40 inclusive buffet lunches per season; two advertising hoardings at the ground and the right to hire additional facilities, such as a marquee at reduced cost.

The ground was centrally placed and offered good access for meetings. During the term of the agreement Ferring used the facilities at the polo club on a number of occasions for internal management meetings. On one occasion only, the facilities were used for an advisory board meeting which took place on the morning of Saturday, 27 September 2003. This meeting was to discuss a new therapeutic indication with a small group of seven specialist clinicians. The meeting had a full agenda starting at 8.30am and ending at 1pm, at which time a buffet lunch was provided. All participants left the polo club by 2pm.

Ferring had not invited any other health professional to the polo club for any reason, and accordingly it had no knowledge or involvement in the meeting attended by the complainant.

With regard to the Ferring company logo, which the complainant had photographed, Ferring stated that he believed that the sign had been removed when the agreement ended on 30 September 2005. Since receiving this complaint Ferring had contacted the club and asked it to remove the sign immediately as the agreement had expired over nine months ago.

Ferring noted that the sign was non-promotional as it simply consisted of the company logo. There was no promotional strapline or any reference to a medicine or therapeutic area.

Ferring did not consider that there had been any breach of the Code.

PANEL RULING

The Panel noted that the complainant had only provided very limited details. He had not stated when the photographs of the polo match had been taken but given his reference to the 2006 Code the Panel assumed that it must have been sometime after 1 May 2006 when the polo season started. According to Ferring its corporate sponsorship of the polo club had expired in September 2005 although it appeared that the boards bearing the company logo may have stayed in place after that date. The complainant referred to 'clinicians present at the meeting' but gave no details of the meeting or who had sponsored it. Ferring stated that it had last used the ground for a meeting of health professionals in September 2003.

The Panel noted that the Code stated that meetings organized for doctors, other health professionals

and/or for administrative staff which were wholly or mainly of a social or sporting nature were unacceptable. The Code did not prohibit corporate sponsorship of sports teams and/or grounds and nor did the Code prohibit the use of sports venues *per se* for meetings provided that, *inter alia*, the venue was appropriate and conducive to the main purpose of the meeting and that the overall impression given by the arrangements was not unacceptable in relation to the requirements of Clause 19.1 of the Code. Companies must ensure that no sporting event took place at the venue immediately before, during or immediately after the meeting. Advice on the use of sporting

venues for meetings had been published in the May 2006 Code of Practice Review.

The Panel noted that the complaint was about the placement of boards bearing Ferring's company logo around the polo field, not about a meeting *per se*. The boards did not contain any promotional claims or refer to any medicines or therapy area. The Panel ruled no breach of Clauses 2, 9.1 and 19.1 of the Code.

Complaint received **3 July 2006**

Case completed **31 July 2006**