

COMPLAINANT v GSK

Alleged lack of sponsorship declaration

CASE SUMMARY

This complaint was in relation to information provided on a website for an event sponsored by GSK. The complainant alleged that on neither the homepage or the registration pages of the website, was there a declaration that GSK were a sponsor of the event.

The outcome under the 2021 Code was:

No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry
No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 10.9	Requirement to include a sufficiently prominent declaration of sponsorship to ensure readers are aware of the pharmaceutical companies involvement at 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 was received from an anonymous, contactable complainant about GSK UK Limited.

COMPLAINT

The complaint wording is reproduced below:

“An event has been funded by GSK but this has not been disclosed. The event is [name of event]. (website link provided) On this home page which describes the event, there is no funding declaration around GSK sponsorship. On the registration page, there is no declaration around GSK funding for the event. Registration page is (website link provided). The delegate would not be aware of GSK funding without a transparent declaration provided from the start. Breaches of the code of practice are clauses 10.9, 5.1 and 2.”

When writing to GSK, the PMCPA asked it to consider the requirements of Clauses 10.9, 5.1 and 2 of the Code.

GSK's RESPONSE

The response from GSK is reproduced below:

“Background Information

Although the event in question has now taken place, as the complaint was made prior to the event taking place, and thus was in respect of the information available to delegates prior to attending the event, GSK's response shall focus on the facts of the case as of 25th September 2023 – the date the anonymous complainant raised the matter.

The [event], [dates] 2023, was a face-to-face conference at the [venue]. As per the organiser's (Named media company) description of the event on their website, the event was intended for health care professionals (HCP's) across Primary and Secondary Care who work in the field of [therapeutic area]. Their stated objective, was to enable the entire [therapeutic area] community to meet, learn, network, gain CPD accreditation, enhance skills, share best practice, and future plan. Their programme, shaped by an advisory panel of experts in [therapeutic area], was designed to explore and support with the sustainable recovery of [therapeutic area] services, from early and accurate diagnosis, service innovation and tackling health inequalities, to[list of conditions].

The event was wholly organised by (Named media company), an independent organisation which specialises in running large scale conferences in the learning, healthcare and technology sectors. GSK was not involved in organising the event, nor had any role in developing the agenda, selecting speakers, or advertising the event save as set out below. The (Named media company) offered sponsorship opportunities to third parties (including pharmaceutical companies) to support the conference; GSK was one of several pharmaceutical company sponsors. GSK's sponsorship package for the event included one 30-minute session on the agenda, titled '[title]'. GSK was fully accountable for all content and activities associated within this session, which was clear on the programme.

The other main benefit received as part of GSK's sponsorship package was an exhibition stand (72 sqm), within the exhibitor hall for both days of the conference. GSK understands that it was fully accountable for all material and activities associated with this stand.

GSK has a signed sponsorship agreement with the (Named media company) (Organiser). Pertinent clauses within this contract include:

‘Organiser is solely responsible for the conduct of the Event. Organiser, and/or the speakers chosen by Organiser, has or have full control over all content of the Event’

‘5. Declaration of GSK's Sponsorship to 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 was HCPs. Such individuals are 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 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.

It is important to note that the (Named media company) was running two separate events in different sections of the large [venue] conference centre on the 11th and 12th of October. In addition to the [event] conference which this complaint relates to, there was also a [name of second event] conference. This event had its own website, different and distinct learning objectives, and a completely separate agenda. GSK did not sponsor or fund this event in any way. As the complaint relates solely to the [event] Conference website, only this event will be discussed in GSK's response below.

Response to complaint

The complainant alleges that the [event] had been funded by GSK but that this had not been disclosed on the conference website (website address provided). They specifically highlight the home page and the registration page. As a result, they allege that delegates for this meeting would not be aware of GSK's funding. GSK has been asked to defend, inter alia, clause 10.9 which states that:

'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.'

As is now standard practice, full details about the [event] conference were presented on a website dedicated to the event; this is the site highlighted by the complainant – (website address provided) – as GSK is not the owner of this website, both a link, (website still live on date of this letter), and screenshots of the relevant pages have been enclosed and copies provided.

Delegates could peruse the site to fully understand the content and nature of the event before deciding on whether to register for attendance. At the top of the website homepage (copy provided), there were several menu options, these include 'Sponsors' and 'Exhibitor List'. Clicking either of these leads to a page (copies provided) which clearly list all sponsors and exhibitors, including GSK. The top of these pages also contains a clear declaration about sponsorship:

[Named events] are sponsored by the pharmaceutical and Med Tech industries via Grants, Sponsorship, and Exhibition packages. Pharmaceutical companies have solely provided sponsorship through the purchase of exhibition space and/or sponsored speaker sessions with no further input into the arrangements or agenda of the meeting. Sessions delivered with input from our sponsors will always be marked on the programme.'

If one remains on the conference site homepage (copy provided) and scrolls down the page, there is a clear and prominent banner which includes the following statements – '200 Exciting Exhibitors' and '98 Sponsors & Partners'. Furthermore, as one continues to scroll to the bottom of the homepage, under the large 'Register to Attend' call to action tab, there is a clear disclaimer, in capital letters, as follows:

'[EVENTS] ARE SPONSORED BY THE PHARMACEUTICAL AND MED TECH INDUSTRIES VIA GRANTS, SPONSORSHIP, AND EXHIBITION PACKAGES. PHARMACEUTICAL COMPANIES HAVE SOLELY PROVIDED SPONSORSHIP THROUGH THE PURCHASE OF EXHIBITION SPACE AND/OR SPONSORED SPEAKER SESSIONS WITH NO FURTHER INPUT INTO THE ARRANGEMENTS OR AGENDA OF THE MEETING. SESSIONS DELIVERED WITH INPUT FROM OUR SPONSORS WILL ALWAYS BE MARKED ON THE PROGRAMME. A FULL LIST OF CONFIRMED SPONSORS FOR [EVENT] IS AVAILABLE [HERE](#).'

The word 'here' is clearly labelled as a link. Due to the large number of sponsors, and stand location information provided, it is not possible to list them all as part of the disclaimer itself. However, any potential delegate who wanted to know which companies would be present and/or have sponsored the meeting, could do so before deciding to register. Clicking the link 'HERE' takes the user to a page which lists clearly all the sponsors involved, including GSK. In addition to listing the sponsor's name, it also states their stand location. Additionally, the top of the page states:

'[Named events] are sponsored by the Pharmaceutical and Med Tech industries via Grants, Sponsorship, and Exhibition packages. Pharmaceutical companies have solely provided sponsorship through the purchase of exhibition space and/or sponsored speaker sessions with no further input into the arrangements or agenda of the meeting. Sessions delivered with input from our sponsors will always be marked on the programme.

A full list of confirmed sponsors for [event] is available below.'

It is highly likely that before any busy HCP decided on whether or not to attend this conference that they reviewed the programme. The first menu option at the top of the conference home page is 'Programme'; if one selects the conference programme option, they are taken to a new page (screenshot provided), which at its very top states:

'[Named events] are sponsored by the pharmaceutical and Med Tech industries via Grants, Sponsorship, and Exhibition packages. Pharmaceutical companies have solely provided sponsorship through the purchase of exhibition space and/or sponsored speaker sessions with no further input into the arrangements or agenda of the meeting. Sessions delivered with input from our sponsors will always be marked on the programme.

A full list of confirmed sponsors for [named event] is available [here](#).’

The full programme is listed by day and conference venue location. The first page is for the [named sessions]. Within the 11 Oct 2023 agenda, 11.00 – 11.30 slot, it lists GSK’s session entitled ‘[title]’. As highlighted in the disclaimer at the top of the page, the agenda item is clearly labelled as belonging to GSK. Thus, any potential delegate looking at the agenda would be aware that this was a GSK sponsored session. Similarly, other sessions sponsored by other Pharmaceutical companies are also clearly labelled as such.

Finally, when an HCP decided they wished to attend this meeting and thus selected the ‘register to attend’ option, they were taken to a registration page (copy provided); before completing the required registration information, the following statement is clearly present:

‘[event] is supported by educational grants from various companies who have not influenced the meeting content or the choice of speakers. Sessions delivered with input from pharmaceutical or med tech companies are marked as such on the programme and a list of all event sponsors and partners can be found on the event website.’

As discussed above, there are numerous ways throughout the site that this list of all event sponsors can be accessed and viewed.

Therefore, throughout the whole user journey, whereby an HCP chooses to find out more about this conference and then register, it is clear that pharmaceutical companies have sponsored this meeting and will either deliver specific sessions, which are clearly labelled on the agenda, and/or will have exhibitor stands at the event. Any potential delegate can, throughout the website, click through to see a list of all sponsoring pharmaceutical companies, of which there are several. Furthermore, the agenda clearly states which sessions are sponsored and owned by pharmaceutical companies. The involvement of GSK is therefore prominently declared and clear to all at the outset, whether on the agenda, via the numerous disclaimer statements throughout the site, or via the relevant homepage menu options. GSK’s involvement during the conference is also clear. The large number of sponsoring companies means that it is not practical to list them all within the actual disclaimer statement itself. However, the need to click through to see the full list of all companies which are involved does not prevent readers being aware of third party, including GSK, involvement at the outset. Indeed, this is standard practice at large conferences, given the large number of third-party sponsors which are involved. The nature of the information clearly and transparently present throughout the site, indicates that any delegate will have been fully aware of this involvement before they decide to register and ultimately attend. Therefore, GSK strongly refutes a breach of clause 10.9.

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 before 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.

In conclusion, GSK strongly believes its sponsorship of the [event] conference was transparently declared, at the outset, to potential delegates, and that this is fully compliant with

both the letter and the spirit of the ABPI Code of Practice. GSK therefore refutes all the allegations made by the anonymous complainant.”

PANEL RULING

The complaint related to information provided on a website for an event sponsored by GSK. The complainant alleged that on neither the homepage or the registration pages of the website, was there a declaration that GSK were a sponsor of the event.

The Panel considered all of the information provided by the complainant and GSK.

The Panel noted the requirements of Clause 10.9 which states that 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. The Panel considered this would include the website page for an event sponsored by the company as well as any registration process.

The Panel viewed screenshots of the website which on first access presented a pop up screen asking a question as to whether the individual accessing the site is a Healthcare Professional or not. On answering yes, access to the main homepage of the event is granted.

The Panel viewed the homepage for the event and observed that at the top of the page was a link to a tab listing ‘sponsors’ and towards the bottom of the homepage, approximately two pages down, was the disclaimer text referred to by GSK in their response,

‘[EVENTS] ARE SPONSORED BY THE PHARMACEUTICAL AND MED TECH INDUSTRIES VIA GRANTS, SPONSORSHIP, AND EXHIBITION PACKAGES. PHARMACEUTICAL COMPANIES HAVE SOLELY PROVIDED SPONSORSHIP THROUGH THE PURCHASE OF EXHIBITION SPACE AND/OR SPONSORED SPEAKER SESSIONS WITH NO FURTHER INPUT INTO THE ARRANGEMENTS OR AGENDA OF THE MEETING. SESSIONS DELIVERED WITH INPUT FROM OUR SPONSORS WILL ALWAYS BE MARKED ON THE PROGRAMME. A FULL LIST OF CONFIRMED SPONSORS FOR [event] IS AVAILABLE **HERE**.’

The Panel noted that the word ‘HERE’ was in bold and underlined highlighting the link to users.

The Panel took into account GSK’s submission that Health Professionals will be familiar with the sponsorship structure of such events, and whilst there is no confirmation of individual sponsors on the homepage, the route to access the list is clearly accessible either from the link to ‘sponsors’ at the top of the website or from the link embedded in the disclaimer. The Panel noted GSK’s submission that the named media company were wholly responsible for organising the event. This was a multi-pharma sponsored event, of which GSK were one sponsor. It also took into consideration GSK’s submission there were 98 sponsors and partners of the event which the Panel recognised would be difficult to list in full on the homepage.

The Panel also considered the registration process and viewed screenshots of the pages users would access in order to register. The text referred to in GSK’s response was clearly visible at the top of the registration page before the user enters any registration details,

'[Event] is supported by educational grants from various companies who have not influenced the meeting content or the choice of speakers. Sessions delivered with input from pharmaceutical or med tech companies are marked as such on the programme and a list of all event sponsors and partners can be found on the event website.'

The Panel considered it reasonable that all health professionals registering for the event would read the text at the top of the registration page before entering their details. If they wished to access further information on the sponsors and partners they could do so through the main homepage.

The Panel considered the immediate and overall impression to the user and concluded that it was sufficiently clear from the outset and before a health professional would register for the event that the event received sponsorship from pharmaceutical companies including GSK. This information was prominent and easily accessible on the website.

The Panel considered that transparency is key. On the evidence before it, the Panel considered that it would not be reasonable to expect the event organiser to list a large number of sponsors on the homepage of the website. It considered that information about the fact the event was sponsored was clear and prominent on the homepage and further information could be accessed by clicking on a link or through the drop down tabs in the menu. The information did not require the user to scroll continuously through information before notifying them of information about sponsors. Information about sponsors was easily accessible through one click.

The Panel further considered that information displayed about sponsors on the registration page was clear and prominent. Again, further information about sponsors was easily accessible through one click.

The Panel ruled **no breach of Clause 10.9** in relation to both the homepage and registration pages of the website. As such, it follows that there is **no breach of Clause 5.1 or 2** and the Panel ruled accordingly.

Complaint received **25 September 2023**

Case completed **18 December 2024**