

ANONYMOUS, NON-CONTACTABLE v SANOFI

Use of social media to advertise meetings

An anonymous, non-contactable complainant who described him/herself as a concerned health professional complained about advertisements for meetings sponsored by pharmaceutical companies, including Sanofi, on Facebook and Twitter and alleged various breaches of the Code including failure to include sponsorship statements and that the advertisements were reaching the public.

The detailed response from Sanofi is given below.

The Panel noted Sanofi's submission that it had decided not to sponsor what appeared to be the meetings at issue. No evidence had been provided by the complainant to support his/her allegation of Sanofi's involvement. The Panel considered that on the information before it, as Sanofi had no involvement with the meeting(s) there could be no breach of the Code as alleged and no breaches of the Code were ruled.

An anonymous, non-contactable complainant who described him/herself as a concerned health professional complained about advertisements for meetings sponsored by pharmaceutical companies including Sanofi on Facebook and Twitter.

COMPLAINT

The complainant alleged that advertisements for meetings that were being sponsored by pharmaceutical companies, including Sanofi, on Twitter and Facebook did not include sponsorship statements. According to the complainant, this was notable from Facebook notifications and the meeting advertisements themselves. The complainant further alleged that these advertisements were reaching the public.

The complainant provided a copy of material which referred to a diabetes specialist nurse meeting on Tuesday, 5 February which appeared to be one of a series. The description referred to diabetes health professionals with a love of diabetes care and that the meeting was a fabulous networking and learning opportunity where experienced professionals and people with diabetes would inform and inspire with new skills and innovations in diabetes care.

The complainant alleged that Sanofi was in breach of the following clauses:

- Clause 2 – bringing discredit to the industry
- Clause 4 – prescribing information (lack of in promotional materials)
- Clause 9 – high standards and suitability
- Clause 11 – distribution of materials
- Clause 12 – disguised promotion
- Clause 14 – certification – no evidence of certified meetings

- Clause 18 – inducements and appropriate payments of officials
- Clause 19 – medical educational goods and services
- Clause 20 – joint working
- Clause 22 – meetings, hospitality and sponsorship
- Clause 23 – the use of consultants
- Clause 24 – transfer of value to health professionals
- Clause 26 – relations with the public and media
- Clause 28 – internet.

RESPONSE

Sanofi confirmed that it was not involved with the sponsorship of the meeting referred to in the advertisement provided by the complainant or any other meetings being run by that group of diabetes specialist nurses; it was, therefore, unable to answer the majority of the questions raised by the Authority. Sanofi submitted that it understood that it had been contacted as a result of being directly named by the complainant but Sanofi did not consider that there was evidence of a case against it.

Sanofi stated it was aware of a collaboration of diabetes specialist nurses (DSNs) led by a number of individual DSNs who had collectively set up the group. Sanofi understood that the aim of the group was to support and share best practice between DSNs across the country. In terms of Sanofi's relationship with the group, Sanofi submitted details of its individual business relationships with certain DSNs through its sales team in terms of representative/customers. In addition, some DSNs had previously been contracted to speak at various Sanofi meetings and one of them at national Sanofi-led promotional meetings and had attended the European Association for the Study of Diabetes (EASD) with Sanofi as a sponsored delegate.

Sanofi submitted that it was approached by the group early in 2018 with a request to sponsor a series of meetings called the 'Stronger Together' tour as part of 'National DSN week' 4-8 February 2019. Given the date on the information provided by the complainant, it was likely that the meeting in question was part of that series. Sanofi had decided not to sponsor the meetings.

PANEL RULING

The Panel noted Sanofi's submission that it had decided not to sponsor the series of meetings called the 'Stronger Together' tour as part of 'National DSN week' 4-8 February 2019 which appeared to be the meetings at issue in the complaint. No evidence had been provided by the complainant to support his/her allegation of Sanofi's involvement. The Panel

considered that on the information before it, as Sanofi had no involvement with the meeting(s) there could be no breach of the Code as alleged. The Panel therefore ruled no breach of Clauses 2, 4, 9, 11, 12, 14, 18, 19, 20, 22, 23, 24, 26 and 28.

Complaint received **12 December 2018**

Case completed **18 January 2019**
