

CASE AUTH/3393/10/20

ANONYMOUS v BOEHRINGER INGELHEIM

Use of social media to advertise meetings

An anonymous, non-contactable complainant, who described him/herself as a health professional, complained about Facebook posts and tweets made by Boehringer Ingelheim Limited to advertise a promotional webinar titled 'How should bleeding risk influence your treatment decision-making for stroke prevention in NVAf [nonvalvular atrial fibrillation]? Boehringer Ingelheim marketed Pradaxa (dabigatran) which was indicated, among other things, for the prevention of stroke and systemic embolism in certain adult patients with NVAf.

The complainant queried how, if Boehringer Ingelheim had certified the posts as promotional items for promotional meetings for health professionals, they could be aimed at a broader public audience on social media. The complainant stated that there was not enough information for the audience to make an informed choice about what they were signing up to; the posts did not state what 'products' would be discussed. The complainant alleged that Boehringer Ingelheim had used the teaser invite to rope people in and surprise them in the actual meeting. The complainant further noted that when he/she clicked on the link, it did not state anywhere that this was a promotional meeting.

The detailed response from Boehringer Ingelheim is given below.

The Panel noted Boehringer Ingelheim's submission that the material provided by the complainant was a paid for Twitter advertisement, part of the company's social media campaign to advertise a promotional webinar. The Panel further noted the submission that the paid for Twitter advertisement would only appear to individuals targeted by the campaign and not within the feed of the general Boehringer Ingelheim social media pages.

The Panel noted the groups that the Twitter campaign targeted, which in its view would include health professionals but would also likely include some individuals who did not meet the Code's definition of a health professional or other relevant decision maker. The Panel further noted that the complainant described him/herself as a health professional and that it had no evidence before it that the advertisement was not relevant to him/her.

The Panel noted Boehringer Ingelheim's submission that the advertisement was certified as non-promotional material; it did not directly or indirectly refer to a specific medicine. Individuals clicking on the post would be taken to a registration page which also did not directly or indirectly refer to a specific medicine. Individuals had to register as a health professional, and have their identity confirmed by the company, to see further material. The Panel noted its comments above and, on the evidence before it, considered that

neither the Twitter advertisement, nor the linked registration page constituted promotion of a prescription only medicine to the public and ruled no breach of the Code.

The Panel noted that the Twitter advertisement was posted from the Boehringer Ingelheim UK Twitter account, and both the advertisement and linked registration page stated that the meeting was organised by Boehringer Ingelheim and that product-related information would be discussed. The Panel considered that the promotional nature of the meeting would be clear to individuals prior to registration and therefore no breach of the Code was ruled.

On the evidence before it, the Panel did not consider that Boehringer Ingelheim had failed to maintain high standards and there was no evidence that it had brought discredit upon or reduced confidence in the industry. No breaches of the Code were ruled including Clause 2.

The Panel noted that the complainant also referred to Facebook posts but provided no evidence to support his/her allegation in that regard. In the Panel's view the complainant had not discharged his/her burden of proof that Boehringer Ingelheim had breached the Code in relation to Facebook and therefore no breach of the Code was ruled.

An anonymous, non-contactable complainant, who described him/herself as a health professional, complained about Facebook posts and tweets made by Boehringer Ingelheim Limited.

The complainant provided a hardcopy image of what appeared to be a social media post which read:

'Boehringer Ingelheim UK @15 Jul

How should bleeding risk influence your treatment decision-making for stroke prevention in NVAf [nonvalvular atrial fibrillation]?
Join [two named health professionals] for their LIVE online discussion

Organised by **Boehringer Ingelheim**;
Product-related information will be discussed'.

Below this text was an image of what appeared to be red blood cells and an ECG recording with the statement 'SIGN UP NOW Practice Updates in AF [atrial fibrillation]' and the date and time of the meeting. Below the image it stated 'For UK Healthcare Professionals' and below this was the URL 'boehringerconnect.co.uk'.

Boehringer Ingelheim marketed Pradaxa (dabigatran) which was indicated, among other things, for the prevention of stroke and systemic embolism in certain adult patients with NVAf.

COMPLAINT

The complainant stated that he/she knew that Boehringer's Facebook posts and tweets were certified as promotional items for promotional meetings for health professionals and in that

regard he/she did not consider that they should be aimed at a broader audience on social media. The complainant queried how, if a company had certified a piece as promotional as per the Code, it could then put it out for the public.

The complainant noted that if the material was to be posted on social media, there was not enough information for the audience to make an informed choice about what they were signing up to. The posts did not state what 'products' would be discussed; the complainant alleged that Boehringer Ingelheim had used the teaser invite to rope people in and surprise the audience in the actual meeting. The complainant stated that when he/she clicked on the link, it did not state anywhere that this was in fact a promotional meeting. The complainant did not think that teasing people into it was very ethical.

When writing to Boehringer Ingelheim, the Authority asked it to consider the requirements of Clauses 2, 9.1, 12.1 and 26.1 of the Code.

RESPONSE

Boehringer Ingelheim submitted that the material in question was a Twitter advertisement to a Boehringer Ingelheim owned webinar which was certified as non-promotional material. The company stated that the material, which was posted from the Boehringer Ingelheim UK Twitter account, was used as part of a social media campaign to advertise a promotional webinar. The advertisement did not mention any specific medicine and was non-promotional in nature. The campaign was also executed via Facebook and Instagram, using the Boehringer Global accounts

Boehringer Ingelheim explained that the material was a paid advertisement, rather than an organic post, meaning that it only appeared to individuals targeted by the campaign, and did not appear within the feed of the general Boehringer Ingelheim social media pages.

Boehringer Ingelheim stated that when identifying targets for the campaign, a combination of factors were used to identify individuals who were likely to be health professionals interested in the subject matter. Details of the targeting parameters used were provided which on Twitter included geography (UK), age (25-54) and 'Follower look-alikes' which targeted users with interests similar to account followers.

Boehringer Ingelheim noted that the advertisement stated the broad disease area, so the audience would be clear about the topic of the webinar; no specific products were mentioned in the advertisement. The company explained that individuals who clicked on the advertisement were taken to the non-promotional Boehringer Ingelheim UK-hosted registration page allowing interested UK health professionals to register to attend the webinar. Individuals were required to enter their personal details, including their full name, job type, and workplace address or GMC registration number, allowing them to be verified as health professionals and identified within the Boehringer Ingelheim UK database. The details provided were used by Boehringer Ingelheim to confirm the identity of the individuals either against the General Medical Council (GMC) database, or against the internal customer relationship management (CRM) database, depending on the information provided.

Boehringer Ingelheim stated that individuals who failed to be verified as health professionals were emailed to advise them as such and that they could not attend the webinar and were not sent any further communication that could have provided access to the webinar.

Boehringer Ingelheim stated that before the audience was sent the webinar invitation or exposed to any promotional or product-related content, their professional details were verified against the Boehringer Ingelheim UK database and professional registers. Once successfully verified as health professionals, individuals received a number of emails including an invitation to the webinar with a calendar invitation, reminder emails, and pre- and post-meeting surveys. All materials subsequently sent to the verified health professionals were approved as promotional items and were clearly branded as such. The slides used during the webinar were provided.

With regard to Clause 26.1, Boehringer Ingelheim noted that the campaign in question targeted individuals expected to be health professionals through sponsored and promoted content (advertisements) on social media, namely Facebook, Twitter and Instagram, in order to invite them to a promotional webinar.

The advertisement in question did not make any direct or indirect reference to a specific product and was certified as non-promotional material. Whilst specific efforts were made to target the advertisements appropriately to a UK health professional audience, all content included in the advertisement and the linked registration page was non-promotional and suitable for a non-health professional audience to view. The advertisement and registration page stated very clearly that they were intended for UK health professionals, in order to avoid any confusion should they be viewed by a patient or member of the public. Boehringer Ingelheim submitted that neither the advertisement nor the registration page promoted a prescription only medicine to the public and it denied a breach of Clause 26.1.

The advertisement was clearly identifiable as being from Boehringer Ingelheim, as it was issued from the Boehringer Ingelheim social media accounts, and also included the statement 'Organised by Boehringer Ingelheim. Product-related information will be discussed'. This therefore ensured that any health professional considering attending the webinar was aware of the meeting ownership and that the material would discuss Boehringer Ingelheim products.

Individuals who clicked on the advertisement were taken to a registration form which did not identify the product to be discussed, including in the URL of the webpage, thus further avoiding any risk of promoting to the public and breaching Clause 26.1. These pages provided further non-promotional information on the content of the meeting, allowing health professionals to make an informed choice as to whether this was of interest to them. These pages also clearly stated again that the activity was organised by Boehringer Ingelheim, was intended for UK health professionals and would discuss product-related information.

As the advertisements, including the one in question, did not promote any specific Boehringer Ingelheim medicine they were not in themselves promotional and therefore were not disguised. In addition, Boehringer Ingelheim's involvement was sufficiently prominent at the outset, as the advertisements were posted from Boehringer Ingelheim social media accounts, and the advertisements also included a further declaration of sponsorship and that product-related information would be discussed. Boehringer Ingelheim denied a breach of Clause 12.1.

In summary, for the reasons stated above, Boehringer Ingelheim did not believe that it had breached Clauses 12.1 or 26.1 of the Code, and therefore had upheld high standards; the company denied a breach of Clauses 9.1 and 2.

PANEL RULING

The Panel noted Boehringer Ingelheim's submission that the material provided by the complainant was a Twitter advertisement which was part of the company's social media campaign to advertise a promotional webinar. The Panel further noted the submission that the Twitter advertisement in question was a paid for, rather than an organic post, which according to Boehringer Ingelheim meant that it would only appear to individuals targeted by the campaign and would not appear within the feed of the general Boehringer Ingelheim social media pages.

The Panel noted the groups that the Twitter campaign targeted, which in its view would include health professionals but would also likely include some individuals who did not meet the Code's definition of a health professional or other relevant decision maker. The Panel further noted that the complainant described him/herself as a health professional and the Panel had no evidence before it that the Twitter advertisement was not relevant to him/her.

The Panel noted Boehringer Ingelheim's submission that the Twitter advertisement in question was certified as non-promotional material, contrary to the complainant's allegation. The Panel further noted that the Twitter advertisement did not directly or indirectly refer to a specific medicine and noted Boehringer Ingelheim's submission that individuals clicking on the post would be taken to a registration page. The Panel noted that the registration page also did not directly or indirectly refer to a specific medicine and required the user to confirm that they were a UK health professional and to provide professional details in that regard prior to receiving further information in relation to the webinar. The Panel noted Boehringer Ingelheim's submission that the details provided were used by it to confirm the identity of the individuals either against the GMC database or against the internal CRM database, depending on the information provided. The Panel noted its comments above and, on the evidence before it, considered that neither the Twitter advertisement, nor the linked registration page, referred directly or indirectly to a specific prescription only medicine. The viewer would have to register as a health professional to see further material. The Panel therefore did not consider that the Twitter advertisement constituted promotion of a prescription only medicine to the public; no breach of Clause 26.1 was ruled.

The Panel noted that the Twitter advertisement was posted from the Boehringer Ingelheim UK Twitter account, and both the advertisement and linked registration page stated that the meeting was organised by Boehringer Ingelheim and that product-related information would be discussed. The Panel considered that the promotional nature of the meeting would be clear to individuals prior to registration and therefore no breach of Clause 12.1 was ruled.

The Panel noted the steps that Boehringer Ingelheim had taken in relation to the Twitter advertisement's targeted audience and to prevent inappropriate individuals from registering for the promotional webinar. On the evidence before it, the Panel did not consider that Boehringer Ingelheim had failed to maintain high standards and no breach of Clause 9.1 was ruled.

The Panel noted its comments and rulings above and considered that there was no evidence that Boehringer Ingelheim had brought discredit upon or reduced confidence in the industry in relation to the Twitter advertisement in question; no breach of Clause 2 was ruled.

The Panel noted that the complainant also referred to Facebook posts but provided no evidence to support his/her allegation in that regard. The Panel noted Boehringer Ingelheim's submission that the campaign was also executed via Facebook and Instagram using the Global Boehringer

Ingelheim accounts. In the Panel's view the complainant had not discharged his/her burden of proof that Boehringer Ingelheim had breached the Code in relation to Facebook and therefore no breach of Clauses 26.1, 12.1, 9.1 and 2 were ruled in that regard.

Complaint received **4 October 2020**

Case completed **19 March 2021**