

CASE/0583/05/25

COMPLAINANT/CHIEF EXECUTIVE v GSK

Alleged promotion on LinkedIn

CASE SUMMARY

This case was in relation the social media activity of a GSK UK-based employee. The complainant's allegations related to the employee engaging with two posts on LinkedIn and GSK's governance of employee social media conduct particularly in relation to a previously signed undertaking.

The outcome under the 2024 Code was:

Breach of Clause 6.1	Making a misleading claim
Breach of Clause 6.2	Making an unsubstantiated claim
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 3.1	Requirement to not promote medicines prior to the grant of marketing authorisation
No Breach of Clause 3.3	Requirement to comply with an undertaking
No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 6.1	Requirement that information, claims and comparisons must not be misleading
No Breach of Clause 6.2	Requirement that information, claims and comparisons must be capable of substantiation
No Breach of Clause 9.1	Requirement that all relevant personnel concerned with the preparation or approval of material or activities covered by the Code must be fully conversant with the Code and the relevant laws and regulations
No Breach of Clause 26.1 (x2)	Requirement to not promote prescription only medicines to the public

**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 about GlaxoSmithKline UK Ltd was received from a contactable complainant who described themselves as a member of the public.

As the complaint concerned, among other things, an alleged breach of undertaking, that aspect of the case was taken up in the name of the Chief Executive as the PMCPA was responsible for enforcement of undertakings.

COMPLAINT

The complaint wording is reproduced below with some typographical errors corrected:

"I am writing to raise a concern about a [named employee] who I understand holds a [named senior position] at GSK. Specifically, I observed that this individual liked a LinkedIn post referencing a recent acquisition by GSK. The post included a hyperlink to a [named financial news organisation] article which not only named the product in question but also used promotional language that strongly endorsed the product's potential. The wording and tone of the article gave the impression of promotional messaging, particularly in the context of a future prescription only medicine – efimosfermin. As you are aware, the ABPI Code prohibits the promotion of medicines to the public. While the original content may not have been produced by GSK, the social media endorsement (via a 'like') by a GSK [employee] particularly one involved in [description of job role] raises questions about the company's oversight of employee conduct on public platforms. It is concerning that a senior [GSK employee], who should be well-versed in the ABPI Code and responsible for upholding industry standards, would engage with such material in a manner that could be perceived as promotional. Moreover, this raises the question of whether GSK's internal policies on employee social media conduct are robust and enforced, especially for individuals in high-profile positions. I would appreciate it if the PMCPA could investigate whether this interaction is in line with the spirit and letter of the ABPI Code, particularly Clauses 3.1, 5, 6.1, 9.1 26.1 and clause 2 and any other clauses you feel are relevant and whether adequate safeguards are in place at GSK to prevent similar issues as GSK seems to have this issue regularly - surely they have agreed to not do this again but yet an [employee] has done the same."

Further information from the complainant

"Dear PMCPA complaints team

I submitted a complaint this morning (15th May 2025) with regards to GSK and a senior [employee] from the company liking a post with regards to a GSK acquisition.

I also wanted to add, which I found surprising, and I am happy for you to share this with the company - that surely they, GSK, have internal policies in place that do not allow employees to interact with content that talks about GSK medicines? Though I appreciate that it is positive news for the company of an acquisition, but sharing/liking in this way is not appropriate. The 'post' which was 'liked' linked to an article that refers to this medicine as a 'blockbuster' and talks about this drug to have 'benefits beyond any GLP-1 therapy patients are taking, GSK said' - so there's statements in this article which are unsubstantial and promotional in nature. I appreciate that this may not be a GSK article; however, the employee from GSK liked it which meant that members of the public was exposed to this."

Further information from the complainant

In response to a suggestion from the case preparation manager about the applicable clauses in this case, the complainant responded:

“Thank you so much for your very prompt response — it’s genuinely appreciated. I completely respect your expertise in this area and am happy to defer to your judgement on the applicable clauses 26.1, 3.1, 5.1, 9.1 and 2.

My reference to Clause 6.1 was in relation to the ‘liked’ [named news organisation] article, which describes the acquired medicine as a ‘blockbuster’ and claims it offers ‘benefits beyond any GLP-1 therapy patients are taking.’ If you feel Clause 6.1 is not applicable in this case, I absolutely understand and don’t wish to take up unnecessary time.

I had also referenced Clause 5 — and apologies for not being clearer — specifically **Clause 5.1**, which relates to maintaining high standards. My concern stems from the fact that the [named individual], involved, holds a [senior named role] at GSK. Given both their seniority and GSK’s previous involvement in similar breaches, I would have expected a far greater level of awareness and diligence around such issues, and awareness of the risk of pre-license promotion to the public given claims are being made about its ‘blockbuster’ abilities (**Clause 3.1 and 26.1**). Frankly, I find it troubling that someone in such a prominent, [role description] position would engage in activity that raises these questions around compliance and standards and human error would not be a valid reason for somebody in such a role.

What has surprised me most is the apparent lack of internal accountability or consistent adherence to the Code — especially in light of previous PMCPA rulings, which is why have stated **clause 5.1 and 2**. For instance, I recently reviewed Case AUTH/3810/8/23 (Complainant v GSK) with regards to a LinkedIn post, in which GSK stated:

‘GSK undertook an urgent review of our internal policies and procedures around social media. We are confident that we have robust processes in place which are of a high standard, and which are followed by all UK staff... The social media training undertaken by the two individuals in question makes it abundantly clear in point number 1 of the **guidance that employees must not like or engage in social media posts mentioning a GSK product. It states: “If the content mentions or refers to GSK prescription products, R&D assets or competitor products you must not like, comment, share or post.”**

Given that an undertaking was signed, it is deeply disappointing — and frankly concerning — to see someone at this level disregarding those same principles. It gives the impression that GSK, despite public commitments, is not taking its ABPI Code responsibilities seriously. For a [senior GSK employee] tasked with [role description] to fall short in this way not only undermines trust but sends a troubling signal about the culture of compliance within the organisation.

Beyond the initial example of the acquisition post, I have since identified further LinkedIn activity from the same individual, including interactions with posts referencing Jemperi and Benlysta in a commercial or performance context. These are visible on the individual’s LinkedIn profile, [link provided], should additional evidence be required. I didn’t include this in my original communication as I didn’t want to overwhelm the initial point, but it does reinforce a concerning pattern.

[screenshots of posts provided]

Below image of original Acquisition like which links to [link to named financial news organisation article provided]. See screenshots in my original filing of the article which I have provided. [screenshots provided]"

When writing to GSK, the PMCPA asked it to consider the requirements of Clauses 2, 3.1, 3.3, 5.1, 6.1, 6.2, 9.1 and 26.1 of the 2024 Code.

GSK'S RESPONSE

The response from GSK is reproduced below:

"GSK was deeply dismayed to receive a letter from the PMCPA dated 19 May 2025 in which you informed us of a complaint from a member of the public. The complaint alleges that a GSK employee promoted a medicine on LinkedIn 'liking' two specific posts, referred to as Like 1 and Like 2. The complainant also raised concerns about the seniority and the role of the GSK employee in relation to expectations of their understanding of the Code and GSK's undertaking from Case AUTH/3820/8/23.

GSK takes its responsibility to abide by the letter and the spirit of the Code, and all other relevant UK rules and regulations, very seriously. The PMCPA has asked us to consider the requirements of Clauses 2, 3.1, 3.3, 5.1, 6.1, 6.2, 9.1 and 26.1 of the 2024 Code (the Code). We have reviewed the content and circumstances related to the posts and deny breaches of all the clauses we were asked to consider. The rationale for this is set out in detail below.

We believe that GSK social media policy complies with the Code and goes further by placing more restrictions on employee's engagement with social media than the Code. While we believe that the employee's conduct has violated GSK social media policy, we do not believe it breaches the Code.

BACKGROUND

Like 1: On 14 May 2025, GSK announced to investors & shareholders its intention to acquire from [named pharmaceutical company] a Phase 2 molecule (efimosfermin) under investigation for the treatment and prevention of progression of steatotic liver disease (SLD). The same day, [named financial news organisation] posted an independent article on their subscription-only website titled: '*GSK buys liver disease drug for as much as \$2 Billion*,' analysing the *proposed* acquisition. This article was subsequently posted on LinkedIn – a professional networking site - by an independent third party who self-identified as a life sciences recruiter (Independent Recruiter) in [named geographic region] with a comment 'GSK to acquire [named pharmaceutical company] *experiments Liver disease drug*'. GSK UK based employee 'liked' the LinkedIn post. PMCPA acknowledges that LinkedIn is a professional networking site therefore understandably, the Recruiter posted news of interest in his field of expertise and the GSK employee 'liked' the post as part of customary professional networking.

Like 2: An independent third-party LinkedIn member who self-identifies as a Pharma Financial consultant created a post titled '16 Big Pharma Sale results from Q1 2025' with a long narrative that does not mention GSK. A table at the bottom of the post lists 16 companies and the name of two to three products per company driving performance ['Mainly Due to']. Three products were attributed to GSK: Benlysta, Jemperli and Cabenuva. Cabenuva is owned by ViiV; therefore, our response is confined to GSK medicines. A GSK employee 'liked' this post.

EVIDENCE REFUTING THE ALLEGATIONS

As requested, GSK will now address the allegations of breaches of Clauses 2, 3.1, 3.3, 5.1, 6.1, 6.2, 9.1 and 26.1 and explain why GSK did not breach any clauses, *despite the* GSK employee 'liking' two posts, which was in breach of GSK's global policies and training. We will clearly establish that there was no promotion or intent to '*encourage the administration, consumption, prescription, purchase, recommendation, sale, supply or use of a medicine*' either before market authorisation, post authorisation, or to the public the GSK employee who 'liked' the content. Given GSK's robust internal control framework, including written standards and training, there has been neither a breach of undertaking nor a failure to maintain high standards.

Clauses 3.1, 6.1, 6.2 and 26.1

Like 1

GSK proposes that the complaint relating to Like 1 should be ruled out of scope as GSK did not and does not own the molecule. Furthermore, efimosfermin is an experimental molecule that had not yet entered Phase 3 trials at the time of the 'like' by the GSK employee.

Efimosfermin is many years from a potential application for a marketing authorisation, which is not guaranteed, with a projected launch year of 2029. It is far prior to any potential marketing authorisation application as to be clear that no promotion before market authorisation has occurred. As the molecule is not a prescription only medicine (POM), there has been no promotion of a POM to the public

In Case 3524-6-21 '*The Appeal Board, noting its comments above and taking all of the circumstances into consideration, did not consider that the Covid-19 vaccine referred to within the LinkedIn post was a GlaxoSmithKline medicine and therefore GlaxoSmithKline could not be seen to be promoting its medicine pre-licence as referred to in the Code. The Appeal Board therefore ruled no breach of the Code. The appeal on this point was successful*'. GSK believes the similarities are relevant to this case.

As noted by the Complainant, the [named financial news organisation] article was not commissioned or sponsored by GSK. The article was available by paid subscription only. Thus, it is only to a restricted audience and not the general public. While the Complainant provided screen shots of the article, it was not available or visible to the GSK employee's LinkedIn connections unless they purchased a [named financial news organisation] subscription. The intent of the 'like' by the GSK employee was not to *encourage the administration, consumption, prescription, purchase, recommendation, sale, supply, or use of a medicine* but rather the 'liking' was the social media equivalent

of an exchange of pleasantries intended to strengthen professional rapport between two LinkedIn connections.

AUTH/3920/6/24 - Complainant v AstraZeneca complaint involved the LinkedIn profile of an AZ leader whose 'Experience' included the name of AZ products and both approved and unapproved indications. The complainant alleged prior authorisation promotion to the public and alleged poor role-modelling by a senior leader. The Panel stated 'AZ argued that the Experience section in LinkedIn is not visible to other LinkedIn users unless they search for or are connected with an individual, click on their profile (if open) and then click on and scroll through "Experience" in order to see the language in question. The Panel noted *"the 'Experience' section of an individual's LinkedIn profile was essentially a summary of previous job roles, responsibilities and achievements. To see the 'Experience' section, a user would need to find and view an individual's profile – the information would not appear on a user's home page. The Panel took account of AstraZeneca's submission that, once on the individual's profile, the user would need to scroll down through the profile to reach the 'Experience' section. To see the text at issue would require additional clicks and scrolling by a user."* The Panel noted reference to case precedent in AstraZeneca's submission (Case AUTH/3476/2/21 and Case AUTH/3584/11/21). The Panel considered that there were similarities between these cases and the matters at issue. AZ successfully defended all alleged breaches of Clauses 2, 3.1, 5.1, 6.5, 8.1, 12.1, 26.1 and 26.2.

Furthermore, for LinkedIn connections of the GSK employee who may have purchased a subscription to [named financial news organisation], the article did not include any information or claims of a GSK owned prescription medicine. Given the post did not refer to a prescription medicine, did not concern a GSK owned asset, and did not include information or claims about a GSK owned prescription medicine, GSK did not breach Clauses 3.1, 6.1, 6.2 or 26.1 in relation to Like 1. No claims were disseminated via the LinkedIn 'Like' because the [named financial news organisation] post was restricted to only those with a paid subscription ([named financial news organisation] target audience are investors, analysts and shareholders). However, if a reader did have a subscription, no information or claims about a GSK owned prescription medicine were present.

Like 2

A third-party post independently authored by someone who self-identifies as a 'Pharma Finance Exec' was published with no involvement from GSK and appears to discuss financial results of first quarter of 2025 concerning 16 pharmaceutical companies. While the post mentioned two GSK medicines by name, Benlysta and Jemperli, the post does not mention product indications or information or claims about the medicines. The third-party post commentary did not mention GSK; our company logo was represented in a table along with 16 other pharmaceutical companies with the names of 2 GSK products. The GSK employee 'liked' this post but made no commentary.

In Case AUTH 3874/2/24 *Ex-Employee vs Sanofi*, a Sanofi Global employee made a post announcing their new role involving three products. The post was liked by several Sanofi UK employees. The complainant claimed that product names on an 'open platform' constituted promotion of the medicines and may encourage people to look up the product name. In their Response, Sanofi considered if UK employees liking or commenting on this specific post would constitute Promoting to the Public and/or

encouraging a member of the public to ask their HCP to prescribe a medication. The PMCPA social media guide states that 'Job titles and descriptions in both employee profiles and company job advertisements should avoid mentioning POMs, particularly alongside the product indication therapy area, or key product benefits, as this is likely to constitute promotion.' This important nuance of language by PMCPA implies it is referring specifically to a combination of product and other information (i.e. indication, etc). PMCPA ruled no breach of 26.1 and 26.2.

GSK believes this rationale applies to Like 2. In this instance, only the product name was visible in the third-party post. While a GSK employee liking social media content that includes only GSK product names is violative of GSK policies, it does not breach clauses 26.1 nor 6.1 of the Code.

Clause 3.3 [Breach of Undertaking Case AUTH/3810/8/23]

The complainant alleges a Breach of Undertaking Case AUTH/3810/8/23. However, this current case is very different from that case.

Case AUTH/3810/8/23 Complainant v GSK was in relation to a GSK LinkedIn post, shared and 'liked' by UK GSK employees, about the status of Jemperli's (dostarlimab) licence expansion in the US. The panel ruled no breach of clauses 2, 3.1 and 26.2. The panel ruled breaches of 5.1 and 26.1. This case therefore differs from the current case in that the current case did not include any indications or information regarding the named GSK products. There has been no promotion of a prescription only medicine to the public in the current case.

Clause 5.1 [Maintain High Standards]

Clause 9.1 [Internal Control Framework to ensure those involved fully conversant with Code]

GSK's social media guidelines and training meet and exceed the Code and apply to all GSK employees worldwide. Our guidelines and interactive training instruct employees not to engage with content relating to a GSK medicine in development or on the market nor those of competitors. In 4Q24, all 98,000 GSK employees, contingency workers and third-party agencies were re-trained on GSK's social media requirements. GSK regularly reminds employees, on its internal website and internal social media platform, of the requirements of the social media policy. In addition, GSK used other channels internally to communicate to GSK employees about GSK's expectations and employee obligations under our Social Media guidance, including posts on intranet sites which remained visible on our main home page for 2 weeks, and regular reminders about employee social media behaviour expectations as it relates to GSK business news. Of course, no policy or training can account for every scenario. We rely on our employees to use good judgement, and we continuously use new examples as they arise to educate staff on different ways the Code may arise in external social media. The GSK employee implicated in the complaint completed the training module 26 August 2024 and was even [identifiable information redacted] [enclosure of training record]. Thus, despite rigorous training and frequent communication, GSK is both perplexed and deeply concerned by the employee's actions and took swift action [confidential action taken].

GSK has and continues to maintain high standards through training and regular reminders to all staff of our social media expectations. GSK's social media policy is broader than the requirements of the Code. A breach of the GSK social media policy does not necessarily result in a breach of the Code. Applying quality principles, a theoretical 25 inadvertent 'liking' errors among 98,000 employees – an error rate of 0.00025% - would indicate high standards. GSK strongly believes it has not breached clauses 3.1, 3.3, 6.1, 6.2, 9.1 or 26.1 and in this respect, has maintained high standards.

Clause 2 [Upholding Confidence in Industry]

As a flagship British company operating globally, GSK proudly represents the UK and the Pharmaceutical industry. We understand that our *activities and materials must never be such as to bring discredit upon, or reduce confidence in, the pharmaceutical industry*. GSK has not breached any of the clauses alleged in this complaint. We have a strong internal control framework in place to control, train, communicate and continuously improve awareness, knowledge and application of relevant Code and Case precedents. These two LinkedIn 'Likes' of third-party content not affiliated with GSK were not intended nor perceived intended to promote by the GSK employee 'liking' the content. GSK strongly believes it has not breached clauses 3.1, 3.3, 5.1, 6.1, 6.2, 9.1 and 26.1 and therefore, has not breached Clause 2.

CLOSING

While intent can be difficult to quantify, there is a clear and significant distinction between an employee inadvertently 'liking' a post on social media—akin to a casual pleasantries—and actively engaging in or creating content to promote a medicine, whether currently on the market, or close to authorization. The former, as evidenced by this case, was careless but not inappropriate, though understandably concerning given the individual's role and despite comprehensive training. GSK recognises that perception of possible intent is important. Importantly however, this particular incident does not constitute an effort by GSK or our employee to promote a GSK medicine, does not signal a failure to maintain high standards, does not bring our industry into disrepute and, most importantly, did not compromise patient safety."

PANEL RULING

This complaint related to the conduct of a GSK UK-based employee on LinkedIn. The complainant alleged that the GSK employee had 'liked' two LinkedIn posts related to GSK medicines, thereby promoting prescription only medicines to the public. The complainant also raised concerns over the company oversight of employee conduct on social media, particularly in relation to a previously signed undertaking.

The LinkedIn Posts

The Panel noted that two LinkedIn posts were at issue in this case. Both posts appeared to the Panel to have been posted by individuals unconnected to GSK.

The first LinkedIn post (Post 1) contained the text '*GSK to acquire [named pharmaceutical company] experimental Liver disease drug*', several hashtags including '#hematology' and '#GSK', and a link to an article titled '*GSK to Buy Liver Disease Drug For as Much as \$2 Billion*'. The article was written by a journalist and was hosted on a financial news organisation's website

behind a paywall. The Panel noted that the complainant had provided screenshots of the article and that any material associated with a post would normally be regarded as being part of that post. Therefore, the Panel considered the content of the article was relevant. The article was titled '*GSK buys Liver Drug for Up to \$2 Billion to Boost Pipeline*'. The content of the article related to GSK's intention to acquire efimosfermin. GSK provided the Panel with the press release it issued at the time. The Panel considered it likely that the news article was based on that press release. Efimosfermin was described in the article as an '*experimental medicine*' that is '*ready to enter the last stage of clinical tests*'. The article went on to say that efimosfermin has the potential to '*become a blockbuster, according to analysts*' and '*should have benefits beyond any GLP-1 therapy patients are taking, GSK said*'. An expected launch date of 2029 was provided.

The second LinkedIn post (Post 2) contained information on the financial performance of sixteen pharmaceutical companies, including GSK. The post provided a comparison of each company's financial performance in Q1 2024 vs Q1 2025. The post highlighted up to three products within each company's portfolio which were responsible for the difference in performance between 2024 and 2025 and provided financial data for those products. The brand name, generic name and logo for the highlighted products were included in the post.

Post 1 - GSK responsibility for efimosfermin

GSK submitted that the allegations related to Post 1 should be ruled out of scope as GSK did not own the molecule. The Panel considered that Clause 1.17 defines promotion as '*any activity undertaken by a pharmaceutical company or with its authority which promotes the administration, consumption, prescription, purchase, recommendation, sale, supply or use of its medicines*' (emphasis added). The Panel concluded therefore that companies could not be found in breach of the Code for promoting another company's product. The Panel noted that the post in question linked through to an article discussing GSK's intention to acquire efimosfermin. GSK submitted that the article was authored following a GSK issued announcement to investors and shareholders of its *intention* to acquire the phase 2 molecule efimosfermin. In the Panel's view, it was key to establish the timeline of events to determine GSK's responsibility for efimosfermin.

- 14th May: GSK issued a press release, the heading of which began "GSK to acquire efimosfermin..."
- 14th May: Financial news organisation's article released
- 14th May: Post 1 included a link to financial news organisation's article
- 14th May: Named GSK employee liked Post 1
- 15th May: PMCPA received complaint
- 18th June: GSK's response provided to the PMCPA
- 8th July: GSK conclude the acquisition of efimosfermin

The Panel considered its ruling should be based on GSK's responsibility for efimosfermin at the time when the GSK employee liked Post 1 (14 May) because that was the conduct complained about. The fact that GSK subsequently completed the acquisition of efimosfermin was not relevant to the case. The Panel considered that announcing the intention to acquire efimosfermin was not the same as completing the legal acquisition of the product. However, companies should exercise caution in relation to activity related to medicines they are about to acquire. Nevertheless, on the facts of this case, the Panel concluded that, at the specific point in time when the GSK employee liked Post 1, efimosfermin was not one of GSK's medicines.

The Panel noted it was well established that companies were responsible under the Code for the content of their press releases, but were not responsible for the content of independently written articles based on those press releases. However, in this case, because a GSK employee liked the article and thus disseminated it to their social media connections, the employee had effectively made the article GSK material.

Post 1 (Clauses 3.1, 6.1, 6.2 and 26.1)

Given the Panel's conclusion that efimosfermin was not a GSK medicine at the time of the 'like', the Panel considered that the GSK employee's engagement with the post did not meet the definition of promotion in Clause 1.17 of the Code and therefore, on this narrow basis, the Panel ruled **no breach of Clause 3.1**.

The Panel noted GSK's submission that efimosfermin did not have a marketing authorisation and as such was not a prescription only medicine. On that basis, and in addition to the Panel's finding that GSK could not promote efimosfermin at the time of the 'like', the Panel also ruled **no breach of Clause 26.1**.

In relation to the complainant's allegations of breaches of Clauses 6.1 and 6.2, the Panel noted that these clauses were not confined to "*promotion*"; they applied to "*information, claims and comparisons*". In other words, the Clause 1.17 definition of "*promotion*" (which limits that term to the promotion by a company of "*its medicines*" and which was the Panel's rationale for ruling no breach above) does not apply to Clauses 6.1 and 6.2. Therefore the Panel's finding that GSK could not promote efimosfermin because it was not one of "*its medicines*", did not mean that GSK was not responsible for accuracy of the content of the article after it had been disseminated by the GSK employee and thereby brought within the scope of the Code. In the Panel's view, given that it had issued a press release announcing it was set to acquire efimosfermin, GSK and its employees had a level of responsibility to ensure that any information, claims or comparisons it made (such as engaging on social media with news articles about the product) did not contravene the Code. The complainant's allegations of breaches of Clauses 6.1 and 6.2 related to the financial news organisation article which called efimosfermin a '*blockbuster*' and included the statement '*benefits beyond any GLP-1 therapy patients are taking*'. The Panel considered these two statements separately.

The Panel noted that the financial news organisation article contained the statement '*The medicine could become a blockbuster, according to analysts, and the deal may help alleviate concern about GSK's growth prospects as some of its top medicines age*'. The Panel considered that the news organisation specialised in business and markets news and, given the reference to analysts and the context of the blockbuster statement in relation to GSK's future growth prospects, it was likely that the word "*blockbuster*" referred to the sales potential of efimosfermin. The Panel noted that efimosfermin had not yet entered into phase 3 trials and a predicted launch date of 2029 was stated in the article. The Panel concluded that the statement was aspirational language and represented the potential future sales for efimosfermin. In the Panel's view, it was unlikely that readers of the article would be misled by the statement. The Panel noted that the complainant bore the burden of proof and considered that they had not provided detail or evidence to demonstrate why the statement was a breach of Clause 6.1 or 6.2. Therefore, in relation to this first statement, the Panel ruled **no breach of Clauses 6.1 and 6.2**.

The article also contained the statement '*The new drug, licenced years ago by [named pharmaceutical company] to [named pharmaceutical company], should have benefits beyond any*

GLP-1 therapy patients are taking, GSK said'. Although it was unclear to the Panel which benefits the statement was referring to, the Panel considered this to be an overtly positive claim for efimosfermin that implied superiority over other treatment options. The Panel also questioned if early trial data for efimosfermin would be sufficiently robust to support such a wide-ranging claim, given it had not yet entered phase 3 trials. The Panel considered the particular circumstances of this case and concluded that the GSK employee's engagement with the news organisation article meant that GSK had responsibility for the information about efimosfermin contained in that article. Given the GSK employee's dissemination of the news article to the public on social media, the strength of the claims it contained, and the Panel's concerns regarding supporting evidence for such claims, on balance, the Panel concluded that GSK had **breached Clauses 6.1 and 6.2**.

Post 2 (Clause 26.1)

The complainant stated that *'further LinkedIn activity from the same individual, including interactions with posts referencing Jemperli and Benlysta in a commercial or performance context'*. The Panel interpreted this as an allegation that the GSK employee's interaction with Post 2 was promotion of a prescription only medicine to the public in breach of Clause 26.1.

Post 2 related to Q1 2024 vs Q1 2025 financial results for sixteen pharmaceutical companies, including GSK. However, the Panel noted that GSK was only referred to within the image in the post; not the text of the post itself. The names of other pharmaceutical companies were highlighted in the text of the post itself. The image attributed the differences in the financial results from 2024 to 2025 to products within the respective companies' portfolios and provided financial results for those products. Alongside the financial results, the image contained the brand name, generic name and logo of two GSK medicines.

It is an established principle relating to the broad definition of promotion, that the mention of a brand name alone can be promotional. If a medicine was mentioned alongside the product indication, therapy area, or key product benefits, the Panel considered these as additional factors that would likely point towards promotional content. However, in the Panel's view, the provision of limited financial information alongside the brand name and generic name did not, in the context of this particular post about sixteen companies, promote the GSK medicines. The Panel ruled **no breach of Clause 26.1**.

Alleged breach of undertaking (Clause 3.3)

The Panel considered an undertaking to be an important document and that included a requirement on companies to give an assurance that all possible steps would be taken to avoid similar breaches of the Code in the future (Paragraph 8.1 of the PMCPA Constitution and Procedure). It was very important for the reputation of the industry that companies complied with undertakings.

The Panel considered that the undertaking GSK provided, following case AUTH/3810/8/23, related to promoting a prescription only medicine to the public via LinkedIn in breach of Clause 26.1, and a related breach of Clause 5.1. Given the Panel's rulings above, that GSK had not promoted a prescription only medicine to the public (and there had therefore been no breach of Clause 26.1), the Panel concluded that the undertaking given in case AUTH/3810/8/23 had not been breached and ruled **no breach of Clause 3.3**.

GSK employee training, maintaining high standards and bringing the industry into disrepute
(Clauses 9.1, 5.1 & 2)

Clause 9.1 of the Code states *'All relevant personnel, including representatives and members of staff, and others retained by way of contract, concerned in any way with the preparation or approval of material or activities covered by the Code must be fully conversant with the Code and the relevant laws and regulations.'*

The Panel noted GSK's submission that the employee at issue completed social media policy training in August 2024 and that all GSK employees, contingency workers and third-party agencies were retrained on GSK's social media requirements in Q4 2024. The Panel considered that the complainant had not provided evidence to demonstrate that, on the balance of probabilities, the individual was not fully conversant with the Code and relevant laws and regulations. The Panel therefore ruled **no breach of Clause 9.1.**

The Panel noted GSK's submission that the requirements of GSK's social media policy were broader than the requirements of the Code and, therefore, a breach of the social media policy did not necessarily result in a breach of the Code. The Panel acknowledged GSK's submission about the work it had undertaken to train all of its employees on the social media requirements in Q4 2024. In the Panel's view, GSK had been let down by one employee not adhering to the requirements of the social media policy. However, based on the evidence available to it, the Panel concluded that this did not amount to GSK failing to maintain high standards and ruled **no breach of Clause 5.1.**

The Panel noted that Clause 2 was a mark of particular censure and was reserved for such use. Given its rulings above, the Panel did not consider that this case met the threshold for GSK bringing discredit upon, or reducing confidence in, the industry and ruled **no breach of Clause 2.**

Complaint received 15 May 2025

Case completed 17 October 2025