

COMPLAINANT v GEDEON RICHTER

Allegations about Instagram posts advertising a promotional meeting

CASE SUMMARY

This case was in relation to the Instagram activity of a health professional due to speak at a Gedeon Richter promotional meeting. The complainant provided screenshots of two Instagram 'stories' and one caption to an Instagram 'post' and alleged that the activity amounted to the promotion of a prescription only medicine to the public and was inconsistent with the requirements of Clauses 26.2 and 16.1.

The outcome under the 2024 Code was:

Breach of Clause 26.1	Advertising a prescription only medicine to the public
Breach of Clause 26.2	Encouraging members of the public to ask their health professional to prescribe a specific prescription only medicine
No Breach of Clause 5.1	Requirement for companies to maintain high standards at all times
No Breach of Clause 16.1	Requirement that promotional material about prescription only medicines directed to a UK audience which is provided on the internet must comply with all relevant requirements of the Code
No Breach of Clause 26.1 (x2)	Requirement not to advertise prescription only medicines to the public
No Breach of Clause 26.2 (x2)	Requirement that information about prescription only medicines which is made available to the public must be factual, balanced, must not raise unfounded hopes of successful treatment or encourage the public to ask their health professional to prescribe a specific prescription only medicine

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

COMPLAINT

The complaint wording is reproduced below:

"I would like to raise a concern regarding a potential breach of the ABPI Code of Practice by Gedeon Richter. An individual using [Instagram handle of a health professional] has publicly promoted a Gedeon Richter-sponsored promotional webinar titled: 'The Pharmacists' Role in Menopause: Treatment Options and Patient Reviews' Date: Tuesday 4th November 2025 Time: 7pm – 8pm. The promotional material clearly states that the event is 'organised and funded by Gedeon Richter for UK healthcare professionals only' and is described as a 'promotional evening virtual meeting.' The event features a single speaker who is identified in the post and in the advertisement. The concern arises from the fact that this promotional meeting, which appears to discuss treatment options related to prescription-only medicines, has been advertised on a publicly accessible Instagram page. The post includes the pharmaceutical company's logo and contact details for company representatives. Given that the ABPI Code prohibits the promotion of prescription-only medicines to the public (Clause 3.1), and requires companies to ensure appropriate use of digital and social media channels (Clause 26.1), I believe this may constitute a breach of the Code. The company has a responsibility to ensure compliance for any promotional activity undertaken by speakers, contractors, or third parties acting on its behalf. Please find attached a screenshot of the Instagram post showing the advertisement in question, as well as the promotional flyer issued by Gedeon Richter. I would be grateful if the PMCPA could review this matter to determine whether it represents a breach of the ABPI Code."

The complainant's response to a request for further information by the case preparation manager is reproduced below:

"Thank you for your response and for pointing out the error in my previous reference. I apologise for citing the wrong clause; I appreciate the opportunity to clarify my concerns with reference to the 2024 ABPI Code of Practice.

My complaint relates to an Instagram post promoting a Gedeon Richter-sponsored webinar titled 'The Pharmacists' Role in Menopause: Treatment Options and Patient Reviews.' The promotional material describes the meeting as 'organised and funded by Gedeon Richter for UK healthcare professionals only,' yet it was advertised on a publicly accessible Instagram account and included the company's branding and contact details. I believe this may contravene the following clauses:

1. **Clause 3.2 (Advertising to the public)** – This clause states that prescription-only medicines must not be advertised to the public. Because the event is described as a 'promotional evening virtual meeting' and explicitly focuses on treatment options, it is likely to involve discussion of prescription-only medicines. Advertising such a meeting on a public Instagram page could amount to indirect advertising of

prescription-only medicines to the public.

2. **Clause 16.1 and its supplementary information (Digital promotion)** – The Code requires that promotional material about prescription-only medicines on the internet must comply with all relevant Code requirements. The supplementary guidance to Clause 16.1 states that if access is not restricted to healthcare professionals, a company website or sponsored site must provide separate sections for the public and health-care professionals and ensure the intended audience is clearly identified. The Instagram post in question imposes no access restrictions and does not identify the intended audience, which may breach these digital requirements.
3. **Clause 26.2 (Information to the public)** – This clause allows companies to provide non-promotional, factual information about prescription-only medicines to the public but stipulates that it must not encourage members of the public to request a specific medicine and must not constitute advertising, which is prohibited by Clause 26.1. The Code also notes that companies should take particular care when using social media. A publicly posted promotional webinar invitation, complete with company logo and contact details, appears inconsistent with these restrictions.

Given these provisions, I believe that promoting a company-funded, promotional webinar on a public social-media channel without any gating or verification may constitute a breach of the Code. I respectfully request that the PMCPA consider whether Gedeon Richter has complied with Clauses 3.2, 16.1 and 26.2 in relation to this promotional activity.”

When writing to Gedeon Richter, the PMCPA asked it to consider the requirements of Clauses 16.1, 26.1, 26.2 and 5.1 of the 2024 Code. The case preparation manager considered that Clause 3.2 was a duplication of Clause 26.1, therefore the company was not required to respond to this clause. The complainant did not disagree with this approach.

GEDEON RICHTER’S RESPONSE

The response from Gedeon Richter is reproduced below:

“Thank you for your letter dated **22 January 2026**, in which you invited Gedeon Richter UK Ltd to provide an updated response following additional information submitted by the complainant, including Clauses **3.2, 16.1** and **26.2** of the 2024 ABPI Code.

Gedeon Richter welcome the opportunity to address the expanded scope of the complaint and have prepared this comprehensive response in the spirit of transparency, cooperation, and continued commitment to high standards under the ABPI Code.

The complainant contacted the PMCPA due to concerns around a Gedeon Richter promotional meeting which was advertised by a healthcare professional speaker on their personal Instagram account. For clarification our response relates to Clauses 3.2, 5.1, 16.1, 26.1 and 26.2 of the 2024 ABPI code.

Gedeon Richter acknowledges receipt of the complaint and welcomes the opportunity to respond. Gedeon Richter is fully committed to operating in compliance with the ABPI Code of Practice and upholding the highest standards in all activities. Gedeon Richter recognises that pharmaceutical companies are responsible for material disseminated and activities carried out by them on any social media channel within the scope of the ABPI Code of Practice. Gedeon Richter understands that this also includes third parties acting on their behalf, even where such third parties act beyond the scope of their contract or where activities are sponsored by the company. Gedeon Richter note, in line with PMCPA precedent, that the key consideration is whether the third-party activity was undertaken with the authority of the company at the relevant time.

1. Background to the Meeting

The meeting in question was an online promotional meeting on 4 November 2025, organised by Gedeon Richter sales representatives. The target audience were Primary Care Clinical Pharmacists, and the aim of the meeting was to present current treatment options for symptoms of menopause (including Gedeon Richter products), how to review a menopause patient and when to refer into secondary care.

The meeting invite, which was certified as a non-promotional document by a Gedeon Richter final medical signatory, included the following:

- A clear statement at the outset *'Gedeon Richter is pleased to invite you to a promotional evening virtual meeting'*.
- A non-promotional meeting title *'The Pharmacists' Role in Menopause: Treatment Options and Patient Reviews'*.
- A non-promotional agenda: *'Intro, The Pharmacists' Role in Menopause: Treatment Options and Patient Reviews', Close'*.
- Gedeon Richter sales representative contact details for HCPs to sign up to attend the meeting.
- The statements:
 - o *'By joining this meeting, you are consenting to viewing and receiving promotional product information from Gedeon Richter, in relation to this meeting.'*
 - o *'This meeting is organised and funded by Gedeon Richter for UK healthcare professionals only.'*

At the request of the HCP engaged as the speaker at the meeting, a non-promotional LinkedIn post was certified to be posted on their personal LinkedIn profile. The LinkedIn post consisted of the non-promotional meeting invite, accompanied by the following text:

'I'm pleased to be speaking at an upcoming educational webinar for clinical pharmacists on Tuesday, 4th November 2025 (7 pm–8 pm), organised by Gedeon Richter UK Ltd.

My session, 'The Pharmacist's Role in Menopause – Treatment Options and Patient Reviews,' will explore how pharmacists can support women through evidence-based, patient-centred menopause care in primary-care settings.

The meeting will take place virtually via Microsoft Teams and is open to UK clinical pharmacists working in primary care.

(This is an educational, promotional meeting organised and sponsored by Gedeon Richter UK Ltd in accordance with the ABPI Code of Practice for UK Healthcare Professionals only.)

[job code and date of preparation were included]

The documents relating to the LinkedIn post were emailed to the speaker on 29 October 2025 by a Gedeon Richter sales representative, along with clear instructions about posting the content:

*'...The LinkedIn post for you has been approved and is attached, this **must** be posted as included in the attached document:*

- The invite should be included in the image area
- The text should not be amended and include the job code at the bottom
- *Comments must be turned off*
- This should only be posted on LinkedIn

I have attached the meeting invite as a JPG to this email as well for ease of posting.

Do let me know if you have any questions and please ensure the above instructions are followed when posting...'

2. Speaker Briefing & Social Media Controls

Gedeon Richter has robust controls relating to speaker activity, including a SOP regarding engaging external speakers and a speaker agreement which contains a briefing document with a specific clause prohibiting speakers from posting meeting-related content on their personal social media channels without prior permission from Gedeon Richter. As such, Gedeon Richter had taken all reasonable and proportionate steps to ensure the speaker understood these obligations, consistent with PMCPA expectations.

The HCP engaged for this meeting is an experienced Independent Senior Prescribing Clinical Pharmacist with an interest in women's health, specifically menopause, and was being used as a Gedeon Richter speaker for the first time.

3. Complaint details

Two distinct pieces of content appeared on the HCP's Instagram account:

3.1 Instagram Story

Screenshots 'img_0355' and 'img_0356', as provided by the complainant, depict Instagram stories posted by the HCP on an unknown date (assumed 3 November 2025) – both Instagram stories are no longer available, but will have been online for 24 hours. In screenshot 'img_0355', the HCP shared the certified non-promotional meeting

invite as an Instagram story. As detailed above, the meeting invite was a non-promotional, certified document, which did not contain or link to information regarding Gedeon Richter medicines. As such, sharing this invite does not constitute promotion of a prescription medicine to the public and, supported by the evidence available, could not be regarded as encouraging the use of a prescription medicine, in line with PMCPA reasoning in previous cases.

Screenshot 'img_0356' shows the speaker's face with only the wording 'webinar tomorrow!' – which also did not include promotional information.

3.2 Instagram Post

The HCP created and posted their own Instagram post advertising the webinar on 18 October. This post:

- was not authorised by Gedeon Richter
- was not certified by Gedeon Richter
- was created without Gedeon Richter's knowledge
- directly contradicted Gedeon Richter's written instructions sent to the HCP on 14 and 17 October.
- was posted before the HCP signed the speaker agreement on 22 October

Gedeon Richter first became aware of this post upon receipt of the PMCPA complaint on 19 November. On 20 November, the HCP was asked to remove the post and confirmed same-day removal.

Clauses 3.2, 16.1, 26.1 and 26.2

Gedeon Richter acknowledge this Instagram post, posted on the 18th October 2025 could constitute a breach of Clauses 3.2, 16.1, 26.1 and 26.2 if made on behalf of the company. However, Gedeon Richter cannot be held responsible for the actions of an individual who was not yet contracted, acted independently and contrary to written instruction. As such, the activity was not undertaken with the authority of Gedeon Richter.

Gedeon Richter only became aware upon receiving the complaint and acted immediately to secure removal within 24 hours (20 November).

Clause 5.1 – High Standards

We recognise the PMCPA's expectation that companies must act responsibly and maintain high standards at all times. We believe the evidence demonstrates that high standards were upheld, including:

- Robust internal processes for speaker engagement, including briefing speakers, speaker agreements outlining code responsibilities and social media controls.
- Clear, documented prohibitions against Instagram posting.

- Certified and compliant materials for the meeting including a non-promotional LinkedIn meeting invite.
- Immediate corrective action upon learning of the Instagram post.
- A proactive CAPA initiated by the Compliance Committee following the complaint.
- Delivery of refresher ABPI Code training to all UK employees in December 2025.

Gedeon Richter acknowledge the importance of continuous improvement and have already taken demonstrable steps to reinforce expectations around third-party conduct.

4. Responsibility

Gedeon Richter acknowledges PMCPA guidance that companies may be held responsible for the actions of third parties acting on their behalf - even beyond contractual scope. However, relevant PMCPA precedent demonstrates that the key test is whether the third party was acting with the authority of the company at the time of the activity. In PMCPA case AUTH/3583/11/21, the PMCPA Appeal Board found that a third-party agency's post did not count as promotional activity as they had not acted with the company's authority. The Board further cited the ABPI Code of Practice's definition of 'Promotion,' which requires that an activity be undertaken by or with the authority of the company.

Here, similarly, the Instagram post was made by the HCP before they had signed a contract; Gedeon Richter has documented repeated written instructions that the HCP must not post on Instagram, and at no point did Gedeon Richter grant permission to do so. In line with PMCPA case precedent, Gedeon Richter respectfully submits that this activity cannot reasonably be attributed to the company. Consistent with the PMCPA Panel's approach, Gedeon Richter had taken all reasonable steps to prevent such activity, and no evidence suggests Gedeon Richter sanctioned, encouraged, or authorised the post.

In this case, at the time of the Instagram post (18 October):

- the HCP was not yet contracted (the speaker agreement was time stamped as signed by the HCP on 22 October 2025).
- Gedeon Richter had not authorised any social media activity.
- Gedeon Richter had proactively instructed the HCP not to post meeting-related content on social media channels.
- the HCP acted independently and contrary to Gedeon Richter's explicit, documented direction.

Accordingly, Gedeon Richter maintains its position that it cannot reasonably be held accountable for this independent action and considers that high standards were maintained in light of the controls and documentation in place.

5. Conclusion

Based on an internal investigation and the evidence available, Gedeon Richter concludes the following:

The sharing of a certified non-promotional meeting invite on an Instagram story does not constitute promotion to the public. Furthermore, the Instagram post of 18 October 2025 was created and shared by the HCP without Gedeon Richter's knowledge, against explicit instructions and before the HCP was contracted to provide a service to Gedeon Richter. As stated by the PMCPA appeal board in similar cases, because the HCP (the third party) had failed to gain consent or notify Gedeon Richter of the Instagram post, they had not acted with Gedeon Richter's authority as defined in Clause 1.17 of the Code.

For these reasons, Gedeon Richter does not accept a breach of Clauses 3.2, 16.1, 26.1 and 26.2 (in relation to promotion to the public) and therefore does not accept a breach of Clause 5.1 (high standards). Considering the evidence available, and consistent with established PMCPA reasoning, the activity cannot be regarded as having been undertaken with Gedeon Richter's authority, and the company's high standards were upheld.

Gedeon Richter remains committed to compliance with the ABPI Code of Practice and to strengthening internal processes, where appropriate. Gedeon Richter strongly believes our compliance processes are robust and the evidence provided support maintenance of high standards.

We remain fully committed to transparency, good faith engagement with the PMCPA, and continuous strengthening of internal compliance processes.

Please do not hesitate to contact us should further clarification or supporting documentation be required."

PANEL RULING

The complainant provided three screenshots of Instagram activity by a health professional. The complainant alleged that the health professional had publicly promoted a Gedeon Richter-sponsored promotional webinar and that this amounted to the promotion of a prescription only medicine to the public and was inconsistent with the requirements of Clauses 26.2 and 16.1.

The Panel noted that two of the screenshots were of "Instagram stories" which, the Panel understood, allowed the user to share images or videos that typically appear for 24 hours and disappear thereafter. The third screenshot was of the caption to an "Instagram post". The Panel understood that this would have been shown beneath an image or video posted by the health professional; however, the associated image or video was not before the Panel.

The first screenshot of an Instagram story

From the information available to the Panel, it appeared that the first Instagram 'story' was posted by the health professional at around 12.28 on 3 November 2025, the day before the promotional meeting was to be held.

The screenshot provided by the complainant showed what appeared to be a Gedeon Richter invite to a promotional evening virtual meeting at which the health professional was speaking. The image of the invite had the company name and logo in large font at the top, followed by the text:

“Gedeon Richter is pleased to invite you to a promotional evening virtual meeting

‘The Pharmacists’ Role in Menopause: Treatment Options and Patient Reviews’

Presented by: [named health professional] – Independent Senior Prescribing Clinical Pharmacist”

This was followed by a white box which included an agenda with the date, time, topic of the webinar as above, and the name of the health professional delivering the webinar. It also included a description of the health professional’s qualifications and employment history/work experience.

Beneath the white box was a blue box with contact details for two Gedeon Richter employees, asking readers to “let your Gedeon Richter contact know that you will be attending the event”.

The Panel noted Gedeon Richter’s submission that, beneath the blue box, the meeting invite included the statement, “By joining this meeting, you are consenting to viewing and receiving promotional product information from Gedeon Richter, in relation to this meeting”. However, in the screenshot of the Instagram story at issue, this wording was obscured by text that had been added to the story by the health professional, stating: “Please contact [named Gedeon Richter employee 1] or [named Gedeon Richter employee 2] if you’ve registered and not received the Teams Meeting link!”.

At the bottom of the invite was the statement: “This meeting is organised and funded by Gedeon Richter for UK healthcare professionals only.”, followed by a job code and date of preparation of September 2025.

The Panel understood from Gedeon Richter’s submission that the image posted by the health professional was a “meeting invite” which had been certified as a non-promotional document by a Gedeon Richter final medical signatory. Gedeon Richter submitted that, at the request of the health professional, a non-promotional LinkedIn post was certified to be posted on the health professional’s personal LinkedIn profile. The LinkedIn post consisted of the meeting invite image, accompanied by some approved text. The Panel noted that this approved LinkedIn post had been provided to the health professional on 29 October with instructions that it must be posted only on LinkedIn and exactly as it had been approved.

It appeared to the Panel that the health professional had, against the instructions from Gedeon Richter, posted the image with different accompanying text on a different social media platform to that for which it had been approved.

The Panel noted that the Instagram story did not include the names of any medicines or their indications. While the title of the meeting referred to “treatment options”, there was no further

information about these options within the meeting invite and no links to information about the treatment options. The Panel determined that the Instagram story was not promotional for a Gedeon Richter prescription only medicine and did not encourage members of the public to ask their health professional to prescribe a specific prescription only medicine. The Panel ruled **no breach of Clauses 26.1 and 26.2** accordingly.

Citing Clause 16.1, the complainant alleged that “the Instagram post in question” imposed no access restrictions and did not identify the intended audience. The Panel interpreted this allegation to be specifically in relation to the first Instagram story which included the meeting invite to the sponsored webinar.

The Panel noted its determination above that the Instagram story at issue was non-promotional and noted that Clause 16.1 referred to promotional material. As such, this clause did not apply, and the Panel ruled **no breach of Clause 16.1** accordingly.

The second screenshot of an Instagram story

From the information available to the Panel, it appeared that the second Instagram ‘story’ was posted by the health professional at around 10.37 on 3 November 2025, the day before the promotional meeting was to be held.

This Instagram story appeared to be a video of the health professional speaking to the camera. The Panel did not have the video before it, only the screenshot of the Instagram story provided by the complainant.

The screenshot showed the health professional’s face, a logo with the health professional’s Instagram account name, and the text “Webinar tomorrow!” near the bottom of the story.

Based on the limited information before the Panel, the Panel considered that the complainant had not established that this Instagram story was promotional, or that it encouraged members of the public to ask their health professional to prescribe a specific prescription only medicine. The Panel ruled **no breach of Clauses 26.1 and 26.2** in this regard.

The screenshot of the caption to an Instagram post

As noted above, the complainant provided a screenshot of a caption made by the health professional beneath an image or video posted to their Instagram page; however, the associated image or video was not before the Panel.

The Panel compared the screenshot provided by the complainant with the screenshot of the same caption submitted by Gedeon Richter. It appeared that the complainant’s screenshot cut off before the end of the caption. From the screenshot provided by Gedeon Richter, the Panel could see that the post was dated 18 October.

The caption at issue (as it appeared in the complainant’s screenshot) stated:

“Feeling unsure about HRT choices? You’re not alone. Many pharmacists say they’re confident in theory, but not always in practice – especially when it comes to switching between oral and transdermal oestrogen, choosing the right progestogen, or managing unscheduled bleeding.

In this live webinar, I'll cover:

- How to review and prescribe HRT safely in line with NICE NG23 (2024) and BMS 2024 guidance.
- The practical differences between oral, transdermal and local oestrogen.
- Progestogen options – including micronised progesterone, dydrogesterone and LNG-IUS.
- What to check at an annual review and when to investigate bleeding.

Date: Tuesday 4 November 2025

Time: 19:00 – 20:00 GMT

Who it's for: Pharmacists in primary care & community practice who want to feel confident managing menopause.

If you want clear, evidence-based answers and real-world confidence, this session is for you.

This is a sponsored webinar. Content developed independently by the speaker and reviewed for ABPI Code of Practice compliance only."

From the screenshot submitted by Gedeon Richter, the Panel noted that the following were present at the bottom of the caption:

- The name of the health professional and their qualifications
- A list of hashtags: one relating to the health professional's Instagram name, and #pharmacist, #practicepharmacist, #pharmacists, and #gp pharmacist
- The date the post was made: 18 October

Gedeon Richter submitted that the health professional created and posted their own Instagram post advertising the webinar on 18 October. This post:

- was not authorised by Gedeon Richter
- was not certified by Gedeon Richter
- was created without Gedeon Richter's knowledge
- directly contradicted Gedeon Richter's written instructions sent to the health professional on 14 and 17 October
- was posted before the health professional signed the speaker agreement on 22 October.

The first matter for the Panel to determine was whether Gedeon Richter was responsible for the post made on 18 October.

The speaker agreement between Gedeon Richter and the health professional in question was signed by Gedeon Richter on 19 September and emailed to the health professional on 9 October, more than a week before the post at issue was published. The email stated, among other things: "...we also need to have a chat about how we promote the meeting as I know you use social media and there is something in the agreement around that so do take a read".

A subsequent email, sent by Gedeon Richter to the health professional on 14 October asked them to "...just hold on tight on the GR [Gedeon Richter] sponsorship Insta post for now, I'm just waiting to hear back from Compliance".

On 17 October, Gedeon Richter emailed the health professional stating, among other things:

“So this is the response I got back from Compliance regarding social media...

‘We steer away from Instagram/Facebook as a public facing platform – LinkedIn, while deemed a public facing platform, is considered more of a professional platform suitable for non-promotional posts on promo meetings as the target group is more defensible on a professional platform. To this reason we would be comfortable with a LinkedIn post, though, we would need to review and approve that post – and it would need to be posted with comments turned off and posted as approved. We would not be comfortable with posts on Instagram/Facebook in relation to this meeting.’

Let me know your thoughts..

Not to put pressure on you but please do let me have your presentation if possible, by end of play next week as head office will also need time to approve it ..”

The health professional signed the speaker agreement on 22 October.

Gedeon Richter’s submitted that, because the Instagram post was published on 18 October (four days before the speaker agreement was signed), it could not be held responsible for the actions of an individual who was not yet contracted.

The Panel took account of the following timeline of events:

19 September	‘Speaker agreement and briefing’ signed by Gedeon Richter
8 October	Meeting invite (which included the agenda and speaker details) approved by Gedeon Richter
9 October	‘Speaker agreement and briefing’ sent to the health professional
14 October	Email from Gedeon Richter to health professional: “...just hold tight on the GR sponsorship Insta post for now...”
17 October	Email from Gedeon Richter to health professional with the compliance team’s response regarding social media and requesting the speaker’s slides
18 October	Instagram post at issue published
22 October	‘Speaker agreement and briefing’ signed by the health professional
29 October	LinkedIn post approved for use and provided to the health professional
4 November	Meeting slides approved for use; meeting held

The Panel noted Gedeon Richter’s reference to Case AUTH/3583/11/21, in which the Appeal Board found that a third party had not acted with the company’s authority as defined in Clause 1.17 of the Code.

The Panel considered that the matters before it in this case were significantly different to Case AUTH/3583/11/21, in which the contract between the third party and the company had ended over 16 months prior to the social media activity by the third party.

In this case, the health professional published the Instagram post at issue only four days before signing the speaker agreement. It was clear to the Panel that the post was made during a period when there was regular ongoing engagement between Gedeon Richter and the health professional, related to the contracted meeting. The meeting invite, which included the health

professional's name and the agenda for the meeting, had been approved and Gedeon Richter had requested the speaker's slides. Although the health professional had not yet signed the speaker agreement, they had received it ten days before publishing the Instagram post.

Companies are responsible under the Code for the acts and omissions of their third parties which come within the scope of the Code, even if they act contrary to the instructions which they have been given. 'Third party' was defined in the Code as a legal person/entity or individual that represents a company or interacts with other parties on behalf of a company or relating to a company's medicine.

The Panel noted the definition of 'company personnel' in the supplementary information to Clause 5.2 as including the two separate terms: 'those retained by way of contract' and 'third parties'. The Panel also noted the requirement under Clause 24.2 that a written contract or agreement must be agreed in advance of the commencement of the services to be provided. It appeared to the Panel that work had already taken place with the health professional in relation to their contribution to the meeting on 4 November, prior to the health professional signing the agreement on 22 October (only nine working days before the meeting itself).

The Panel considered that while the health professional was not yet retained by way of a contract at the time of the post on 18 October, the post was made immediately prior to signing the contract, and the post was specifically about the contracted activity. In the Panel's view, the health professional in question was, therefore, a third party in the particular circumstances of this case. As such, Gedeon Richter was responsible under the Code for the post.

The second matter for the Panel to determine was whether the Instagram post was promotional for a prescription only medicine. The Panel considered that as the caption to the post mentioned HRT, oral and transdermal oestrogen, progestogen options, including micronised progesterone, dydrogesterone and LNG-IUS, it could not be seen as anything other than promotional. The Panel noted Gedeon Richter's acknowledgement that the post could constitute a breach of Clause 26.1 if made on behalf of a company.

The Panel considered that Gedeon Richter had been let down by the health professional in question. The post at issue promoted prescription only medicines to the public and could encourage members of the public to ask their health professional to prescribe a specific prescription only medicine. The Panel ruled a **breach of Clauses 26.1 and 26.2** in this regard.

Clause 5.1

Clause 5.1 required that companies must maintain high standards at all times. The supplementary information to this clause stated that companies should have policies or similar to clearly communicate corporate standards, expectations and behaviour, and should provide appropriate training.

The Panel noted that the speaker agreement between Gedeon Richter and the health professional included a speaker briefing, which included a section on social media:

"Social Media

If you are active on social media, please make Gedeon Richter aware prior to any social media posts related to the meeting and/or products associated with Gedeon Richter UK.

By signing this agreement, you are agreeing not to post about this meeting and/or Gedeon Richter products on social media without first informing Gedeon Richter.”

The Panel took account of Gedeon Richter’s emails of 9, 14 and 17 October regarding social media posts and noted its submission that it had proactively instructed the health professional not to post meeting-related content on social media channels.

The Panel noted that Gedeon Richter had provided the health professional with a certified non-promotional post to be used on LinkedIn, with clear instructions about how the content was to be used.

The Panel noted that Gedeon Richter first became aware of the Instagram post of 18 October upon receipt of the complaint on 19 November, and the health professional was asked to remove the post on 20 November, confirming removal on the same day.

The Panel considered that the health professional had acted contrary to explicit instructions from Gedeon Richter regarding the use of social media. Gedeon Richter had proactively highlighted the relevant section of the speaker agreement and had communicated with the health professional regarding its expectations around social media on multiple occasions. Given the actions taken by Gedeon Richter in this regard, the Panel considered that the complainant had not established that Gedeon Richter had, itself, failed to maintain high standards. The Panel ruled **no breach of Clause 5.1**.

Complaint received 3 November 2025

Case completed 13 July 2026