

COMPLAINANT v DAIICHI SANKYO

Alleged lack of sponsorship declaration

CASE SUMMARY

This complaint was in relation to Daiichi Sankyo UK's sponsorship of an event. The Complainant alleged that it was not clear from the home page or registration page of the website that Daiichi Sankyo UK were a sponsor of the event.

The outcome under the 2021 Code was:

No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry
No Breach of Clause 5.1	Requirement to maintain high standards at all times
No Breach of Clause 10.9	Requirement to include a sufficiently prominent declaration of sponsorship to ensure readers are aware of the pharmaceutical companies involvement at the outset.

**This summary is not intended to be read in isolation.
For full details, please see the full case report below.**

FULL CASE REPORT

A complaint was received from an anonymous, contactable complainant about Daiichi Sankyo UK Ltd.

COMPLAINT

The complaint wording is reproduced below:

“Daiichi Sankyo have provided funding for [named event] but this sponsorship statement has not been provided on both the event home page and the registration page. Links to both pages are as follows (Website links provided). Accurate upfront disclaimers detailing Daiichi Sankyo involvement are necessary for transparency at point of registration and event introduction but this was not the case on these pages. Breaches of 10.9, 5.1 and 2 of ABPI code.”

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

DAIICHI SANKYO'S RESPONSE

The response from Daiichi Sankyo is reproduced below:

"The event in question is [named event]. According to the conference website it is a conference dedicated to the issues currently being faced within general practice and primary care across the country. The programme is tailored to meet the CPD requirements of healthcare professionals [and is aligned with named professional body's curriculum]. The event is an annual one and is always sponsored by multiple organisations, including pharmaceutical companies, thus enabling the organisers to provide free tickets to primary care health professionals.

[Named event] is organised by [named media company], is scheduled to take place on [dates of event] and DSUK is sponsoring the event by means of a stand and two symposia.

DSUK's sponsorship of the congress is detailed in the following agreements, certified Congress Scoping Document and Internal Staff Briefing Document [copies provided]

The complainant in this case appears to be concerned that DSUK has sponsored this meeting, yet this is not clear on either the home page or the registration page of the conference website. We strongly refute that this is the case for the reasons detailed below.

On entering the conference website for the first time, a reader is asked to confirm that they are a health professional. If the reader confirms this, they are taken to the home page and immediately there is a pop-up prompt to obtain a free pass for the event. This prompt also clarifies that the meeting has '*More exhibiting companies!*'. Please see below a screen shot of this pop-up with the relevant text highlighted: [screen shot provided]

If a reader chose to register at that point and clicks on '***Get your free delegate pass***', they are taken to the registration page where a form can be completed in order to gain a complementary ticket for the event. This form is very clear that the meeting is sponsored by pharmaceutical companies, referring both to the ABPI Code and '*pharmaceutical or med tech companies*'.

Please see below for a screen shot illustrating this: [screenshot of registration page provided]

Should the reader not yet have decided to register and continues to scroll down the home page of the event website, there are a number of references to '***Exhibiting companies***': [screenshot of the homepage provided]

There is also, on the home page, information on the companies sponsoring the event, which states:

[Named events] are sponsored by the pharmaceutical and Med Tech industries via Grants, Sponsorship, and Exhibition packages. Pharmaceutical companies have solely provided sponsorship through the purchase of exhibition space and/or sponsored speaker

sessions with no further input into the arrangements or agenda of the meeting. Sessions delivered with input from our sponsors will always be marked on the programme'
[emphasis added]

and a link from the home page for the reader to see a full list of sponsors for the meeting:
[screenshot provided]

When the reader clicks on this link they are taken to an alphabetical list of sponsors for the event; if the reader clicks on 'All' the full list is displayed; if they click on 'D' they will see clearly that DSUK is one of the sponsoring companies and information is provided as to where the DSUK stand at the meeting is located: [screenshot provided]

Clicking on the DSUK logo then provides more information on the company: [screenshot provided]

There are several other opportunities on the home page for the reader to register for the conference and clicking on any of these links takes the reader to the registration form as described and displayed above. Once the reader returns to the home page from the registration form, a number of prominent tabs appear at the top of the home page, including '**Sponsors**' and '**Exhibitors list**' both of which again take the reader to the alphabetical list of '**Exhibiting Conference Session Sponsors & Partners**', as noted and displayed above.

Further, there are other opportunities for the reader to access the list of sponsors. For example, on the '**About the conference**' page which can be accessed from the '**Programme**' tab at the top of the home page, and which also notes:

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

Thus, is it immediately clear to a reader of the conference website that the meeting is sponsored by the pharmaceutical industry and there are multiple prompts for the reader to see a list of all the sponsoring companies, which includes DSUK.

In total, there appear to be 50 companies who are sponsoring and exhibiting at the event (including multiple pharmaceutical companies) and 3 non-exhibiting sponsoring companies. It would be impossible to list all of these companies on the home and registration pages, but, as noted above, these pages are clear in terms of sponsorship by the industry and signpost the reader to pages that provide clear and prominent information about each sponsor.

With all of the above in mind we consider that sponsorship of the event by the pharmaceutical industry and by DSUK is prominent and clear from the outset and we deny any breach of Clause 10.9 in that regard. It therefore follows that we consider that there has not been any failure by DSUK to maintain high standards or any act or omission that

might bring into disrepute, or reduce confidence in, the industry, and we deny any breach of Clauses 5.1 and 2.”

PANEL RULING

The Complaint relates to Daiichi Sankyo UK’s sponsorship of an event, [named event] 2023. The Complainant alleges that it is not clear from the home page or registration page of the website that Daiichi Sankyo UK are a sponsor of the event.

The Panel considered all of the information provided by the complainant and Daiichi Sankyo UK.

The Panel noted the requirements of Clause 10.9 which states that when events/meetings are sponsored by pharmaceutical companies, that fact must be disclosed in all the material relating to the events/meetings and in any published proceedings. The declaration of sponsorship must be sufficiently prominent to ensure that readers are aware of it at the outset. The Panel considered this would include the website page for an event sponsored by the company as well as any registration process.

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

The Panel viewed the homepage for the event and observed that at the top of the page was a link to a tab listing ‘sponsors’. In addition, towards the bottom of the home page, between two to three pages down, was the disclaimer text referred to by Daiichi Sankyo UK in their response,

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

The word ‘HERE’ was bold and underlined highlighting the link to users.

The Panel noted there are a number of tabs at the top of the homepage including ‘sponsors’ and ‘exhibitor list’, both of which when selected will take the user through to a list of sponsors including Daiichi Sankyo UK. Those pages include information about how the event is funded and provide a full list of all sponsors for the event.

The Panel considered that health professionals will be familiar with the sponsorship structure of such events, and whilst there is no listing of individual sponsors on the homepage, the route to access the list of sponsors is clearly accessible either from the link to ‘sponsors’ at the top of the website or from the link embedded in the disclaimer. The Panel noted Daiichi Sankyo UK’s submission that the named media company were responsible for organising the event. This was a multi-pharma sponsored event, of which Daiichi Sankyo UK were one sponsor. It also took

into consideration Daiichi Sankyo UK's submission that there were 50 companies sponsoring and exhibiting at the event which could be difficult to list all on the homepage.

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

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

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

The Panel considered the immediate and overall impression to the user and agreed that it was sufficiently clear from the outset and before a health professional would register for the event that the event was sponsored by pharmaceutical companies including Daiichi Sankyo UK. This information was prominent and easily accessible on the website.

The Panel considered that transparency is key. On the evidence before it, the Panel considered that it would not be reasonable to expect the event organiser to list all 50 sponsors on the home page of the website. It considered that information about the fact the event was sponsored and how to access the list of sponsors was clear and prominent on the home page and further information could be accessed by clicking on a link or through the drop down tabs in the menu. The information did not require the user to scroll continuously through information before notifying them of information about sponsors. Information about sponsors was easily accessible through one click.

The Panel further considered that information displayed about sponsors on the registration page was clear and prominent. The user was able to easily access further information about individual sponsors of the event.

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

Complaint received **26 September 2023**

Case completed **23 December 2024**