

ANONYMOUS v STRIDES

Promotion of Strivit-D3

An anonymous, non-contactable individual complained about a journal advertisement for Strivit-D3 (coleciferol) placed by Strides Pharma UK Ltd. Strivit-D3 was a vitamin D3 supplement for the prevention and treatment of vitamin D deficiency in adults and adolescents with an identified risk and also for use in osteoporosis in those with, or at risk of vitamin D deficiency.

The complainant alleged that the headline claim 'The Licensed Vitamin D3 of Choice' implied that Strivit-D3 was the only licensed vitamin D3 available which was not so. The complainant alleged that the claim was a superlative in breach of the Code.

The complainant also noted that the advertisement did not include references to the claim 'There are some groups who are recommended to take their daily vitamin D all year round'. Although a reference was cited at the bottom of the page (1 Data on file) there was no corresponding superscript in the main body of the advertisement.

Finally, the complainant noted that the advertisement stated 'Prescribing information can be found on the back', whereas it was in fact located at the bottom of the page.

The detailed response from Strides is given below.

In the Panel's view the claim 'StrivitD3 The Licensed Vitamin D of Choice' implied that Strivit-D3 was the licensed vitamin D3 that should be used before and above all others; it was the first choice. The Panel considered that the claim was not a superlative as alleged but it was misleading and exaggerated the properties of Strivit-D3. Breaches of the Code were ruled.

The Panel noted the complainant's concern that the advertisement did not include references within the body of the advertisement for the claim 'There are some at risk groups who are recommended to take their daily vitamin D all year round'. The Panel noted that no clauses had been raised by the case preparation manager in relation to this allegation and so the Panel made no ruling in this regard.

The Panel noted the complainant's concern that the advertisement indicated that prescribing information could be found 'on the back' whereas it was located at the bottom of the page. The Panel considered that it was very clear as to the location of the prescribing information and although it was an unfortunate error to state that it was 'on the back', no-one would be misled. No breach of the Code was ruled.

An anonymous, non-contactable individual complained about an advertisement for Strivit-D3 (coleciferol) placed by Strides Pharma UK Ltd in the print edition of MIMS, September 2019.

Strivit-D3 was a vitamin D3 supplement for the prevention and treatment of vitamin D deficiency in adults and adolescents with an identified risk. It could also be used as adjunct therapy for osteoporosis in those with, or at risk of vitamin D deficiency.

COMPLAINT

The complainant alleged that the headline claim 'The Licensed Vitamin D3 of Choice' implied that Strivit-D3 was the only licensed vitamin D3 available which was not so. The complainant alleged that the claim was a superlative in breach of Clause 7.2.

The complainant also noted that the advertisement did not include references to the claim 'There are some groups who are recommended to take their daily vitamin D all year round'. Although a reference was cited at the bottom of the page (1 Data on file) there was no corresponding superscript in the main body of the advertisement.

Finally, the complainant noted that the advertisement stated 'Prescribing information can be found on the back', whereas it was in fact located at the bottom of the page.

When writing to Strides, the Authority asked it to consider the requirements of Clauses 7.2 and 7.10 of the Code.

RESPONSE

Strides submitted that the claim 'The Licensed Vitamin D3 of Choice' was used to promote the fact that Strivit-D3 was another licensed vitamin D that was available amongst other products on the market, the company did not intend to say that the medicine was better than any of the other medicines in the same class, hence the use of the word 'choice'. Since the advertisement was produced, it has been changed and a different one would be used going forward. As the claim appeared alongside 'Your cost-effective solution for a licensed vitamin D', it might be reasonable to suggest that all other things being equal, the 30%+ cost saving over the major competitor was the basis of the claim.

With regard to the claim, 'There are some at risk groups who are recommended to take their daily vitamin D all year round', Strides stated that it had inserted a footnote to say that this was available from data on file.

Strides stated that lastly, due to the urgency of getting the advertisement ready to meet the print deadline it missed the fact that the statement 'Prescribing Information can be found on the back' was included when in fact the prescribing information was located at the bottom of the page. Strides apologised for the oversight and stated that the matter had been rectified on the new advertising materials.

PANEL RULING

The Panel noted that the supplementary information to Clause 7.10, Use of the Words 'The' and 'Unique', stated that in certain circumstances 'the' could imply a special merit, quality or property for a medicine which was unacceptable if it could not be substantiated. In the Panel's view the claim 'StrivitD3 The Licensed Vitamin D of Choice' implied that Strivit-D3 was the licensed vitamin D3 that should be used before and above all others; it was the first choice. The Panel

considered that the claim was not a superlative as alleged but it was misleading and exaggerated the properties of Strivit-D3. Breaches of Clauses 7.2 and 7.10 were ruled.

The Panel noted the complainant's concern that the advertisement did not include references within the body of the advertisement for the claim 'There are some at risk groups who are recommended to take their daily vitamin D all year round'. The Panel noted that no clauses had been raised by the case preparation manager in relation to this allegation and so the Panel made no ruling in this regard.

The Panel noted the complainant's concern that the advertisement indicated that prescribing information could be found 'on the back' whereas it was located at the bottom of the page. The Panel considered that it was very clear as to the location of the prescribing information and although it was an unfortunate error to state that it was 'on the back', no-one would be misled. No breach of Clause 7.2 was ruled.

Complaint received 4 November 2019

Case completed 14 August 2020