

CASE AUTH/3341/5/20

VOLUNTARY ADMISSION BY GLAXOSMITHKLINE

Ilegibility and position of the non-proprietary name

In its response to Case AUTH/3328/4/20, GlaxoSmithKline UK Limited voluntarily admitted that in two of its online advertisements for Avamys (fluticasone furoate nasal spray), the non-proprietary name could not be easily read. Avamys was indicated for the treatment of the symptoms of allergic rhinitis in adults, adolescents and children (6 years and over).

As Paragraph 5.6 of the Constitution and Procedure required the Director to treat a voluntary admission as a complaint, the matter was taken up with GlaxoSmithKline.

Further details from GlaxoSmithKline are given below.

The Panel noted GlaxoSmithKline's submission that whilst the non-proprietary name was present and legible on all three sizes of the final pdf for both banner advertisements, the HTML files contained within the job bags showed that the non-proprietary name was small and difficult to read. The HTML file had not been reviewed by the final signatory as required by company procedure. The Panel further noted GlaxoSmithKline's submission that in addition, although the non-proprietary name was under the brand name in the logo, this was not the first appearance of the brand name on both banner advertisements. The Panel therefore ruled a breach of the Code as acknowledged by GlaxoSmithKline.

The Panel noted its comments and ruling above and considered that high standards had not been maintained and a further breach of the Code was ruled as acknowledged by GlaxoSmithKline.

In its response to Case AUTH/3328/4/20, GlaxoSmithKline UK Limited voluntarily admitted that in two of its online advertisements for Avamys (fluticasone furoate nasal spray), the non-proprietary name could not be easily read. Avamys was indicated for the treatment of the symptoms of allergic rhinitis in adults, adolescents and children (6 years and over).

As Paragraph 5.6 of the Constitution and Procedure required the Director to treat a voluntary admission as a complaint, the matter was taken up with GlaxoSmithKline.

VOLUNTARY ADMISSION

In Case AUTH/3328/4/20 a complainant complained that he/she could not read the non-proprietary name in a dynamic, digital banner advertisement for Avamys (ref PM-GB-FLF-BNNR-190003) (03) placed on the Pulse website (pulsetoday.co.uk) by GlaxoSmithKline. In its response to the complaint, GlaxoSmithKline voluntarily admitted that a review of the eleven Avamys banner advertisements approved for UK use in 2019/20, revealed that two others had similar legibility issues (refs PM-GB-FLF-BNNR-190001 and PM-GB-FLF-BNNR-190002 copies provided) (01 and 02). As with the advertisement previously at issue (03), three sizes of the same banner advertisement content were certified in each of the job bags for advertisements 01

and 02 (resolution 300x250, 728x90 and 300x50). Banner advertisements 01 and 02 were in use at the same time as the banner advertisement at issue in Case AUTH/3328/4/20 and were also in breach of Clause 4.3 because the non-proprietary name was not readily readable. These advertisements had thus also been withdrawn from circulation – 01 on 27 March and 02 on 27 April 2020. Furthermore, the 2020 Avamys digital campaign had been placed on hold.

When writing to confirm that the matter would be taken up under the Code, the Authority asked GlaxoSmithKline to provide any further comments it might have in relation to Clauses 4.3 and 9.1.

RESPONSE

GlaxoSmithKline reiterated that during its investigation in to Case AUTH/3328/4/20, it had reviewed all of the Avamys banner advertisements and found that out of the eleven approved for UK use in 2019/20, a further two (01 and 02) had similar legibility issues.

The final form pdf of 01 was certified as a dynamic digital banner advertisement in July 2019 and 02 was certified in June 2019. Copies of the certificates approving the advertisements were provided:

- Three different sizes of both advertisements were certified in each job: resolution 300x250, 728x90 and 300x50. Both dynamic digital banner advertisements were comprised of a number of rotating frames which appeared in sequential order:
 - 01: Sizes 728x90 and 300x250 had 6 frames each, size 300x50 consisted of 6 frames, and the last one contained a scrolling text.
 - 02: Sizes 728x90 and 300x250 had 7 frames each, size 300x50 consisted of 7 frames, and the second to last one contained a scrolling text.
- Banner advertisements 01 and 02 were published from 23 August until 23 September 2019 online on Medscape UK, Doctors.net.uk and GP Notebook. Their next and final runs were from 29 January until 3 April 2020 online in Pulse, RCNi, GP Online and Medscape UK.
- The review showed that the non-proprietary name was present and legible on all three sizes of the final pdf for both advertisements. However, review of the HTML file contained within the job bag showed that the non-proprietary name was small and difficult to read. Further, although the non-proprietary name was under the brand name in the logo, this was not the first appearance of the brand name on either advertisement.
- The HTML file for both 01 and 02 had not been reviewed by the final signatory at the time and as required by in-house guidance on banner advertisements (see below).
- Banner advertisement 01 was removed from circulation on 27 March 2020 (campaign stopped). This discontinuation was completed on 27 March 2020 (withdrawn date).
- Banner advertisement 02 was removed from circulation on 3 April 2020 (campaign stopped). This discontinuation was completed on the 27 April 2020 (withdrawn date).
- Furthermore, the 2020 Avamys digital campaign had been placed on hold and there was currently no Avamys content published on any UK health professional website.

GlaxoSmithKline noted that in relation to digital advertising, Clause 4.3 required the non-proprietary name of the medicine to appear immediately adjacent to the brand name at its first appearance in a size such that the information was readily readable.

The non-proprietary name, however, was not readily readable on the banner advertisements and so GlaxoSmithKline acknowledged a breach of Clause 4.3.

GlaxoSmithKline stated that it was disappointed as it had guidance on banner advertisements (March 2019, copy provided) to ensure that they complied with the Code and that digital banner advertisements were readily viewable on any screen. It was clear that on this occasion the guidance was not followed.

GlaxoSmithKline submitted that it had suspended the approval of promotional items by those who had been involved in the approval of the advertisements at issue pending assessment of their understanding of company processes and knowledge of the Code. In addition, relevant staff had been retrained on GlaxoSmithKline guidance on banner advertisements.

GlaxoSmithKline regretted that advertisements 01 and 02 had a non-proprietary name that was not readily readable, in breach of Clause 4.3. The company submitted that it had a detailed and up-to-date process in place for the approval of digital banner advertisements to ensure that they complied with the Code and it strove to maintain high standards for digital materials through setting clear guidance, training and education. GlaxoSmithKline stated that it had acted quickly to review all banner advertisements and to minimise the risk of this happening again.

PANEL RULING

The Panel noted that Clause 4.3 stated that for electronic advertisements the non-proprietary name of the medicine or the list of active ingredients must appear immediately adjacent to the brand name at its first appearance in a size such that the information was readily readable.

The Panel noted GlaxoSmithKline's submission that whilst the non-proprietary name was present and legible on all three sizes of the final pdf for both banner advertisements (01 and 02), the HTML files contained within the job bags showed that the non-proprietary name was small and difficult to read. The HTML file had not been reviewed by the final signatory as required by company procedure. The Panel further noted GlaxoSmithKline's submission that in addition, although the non-proprietary name was under the brand name in the logo, this was not the first appearance of the brand name on both banner advertisements. The Panel therefore ruled a breach of Clause 4.3 as acknowledged by GlaxoSmithKline.

The Panel noted its comments and ruling above and considered that high standards had not been maintained and a breach of Clause 9.1 was ruled as acknowledged by GlaxoSmithKline.

The Panel noted GlaxoSmithKline's submission that three different sizes of both advertisements were certified in each job: resolution 300x250, 728x90 and 300x50. The Panel queried whether this was in line with the Guidelines on Company Procedures Relating to the Code of Practice which stated that different sizes and different layouts of a piece of promotional material should be separately certified and each should have its own unique reference number.

Voluntary admission received **1 May 2020**

Case completed **10 July 2020**

