

## **COMPLAINANT v GLAXOSMITHKLINE**

### **Absence of prescribing information**

A complainant who described him/herself as a concerned UK health professional, complained that he/she could not access the prescribing information for Duac 5% (benzoyl peroxide, clindamycin phosphate) from a static online advertisement (ref PM-GB-CBP-BNNR-200005) placed by GlaxoSmithKline on the Pulse Today website. The complainant alleged that high standards had not been maintained. Duac was indicated for the topical treatment of mild to moderate acne vulgaris.

The detailed response from GlaxoSmithKline is given below.

The Panel noted that the complainant referred to a static advertisement and provided an image of only the second frame of what was, according to GlaxoSmithKline, a two-frame banner advertisement. It appeared that the second frame had stayed on the complainant's screen for several minutes without changing. The Panel, however, noted GlaxoSmithKline's submission that if there had been a technical issue with the website, a separate static default image would be displayed which included a link to the prescribing information and adverse event reporting. The Panel had no way of knowing why the second frame of the two-frame banner advertisement appeared as a static advertisement on the complainant's screen or when clicking on the second frame, why he/she was not taken to the Duac website as intended.

The Panel noted that when displayed correctly, the two frames of the banner advertisement displayed for 15 seconds. The first frame displayed for at least 6.5 seconds which started when the viewer approached the display area for the advertisement and included a prominent statement 'Click here for prescribing information' and so, in that regard, no breach of the Code was ruled. The Panel further noted that the Duac website homepage, to which readers were directed if they clicked on the second frame of the banner advertisement as provided by the complainant, similarly included a link to the Duac prescribing information. Prescribing information had been provided including information regarding the reporting of adverse events. No breaches of the Code were ruled.

The Panel considered that it although it was unfortunate that the advertisement had not displayed or functioned correctly on the complainant's screen it was impossible to determine why he/she had not been able to view both frames of the advertisement. The Panel considered that, despite the complainant's difficulties, high standards had been maintained; no breach of the Code was ruled.

A complainant who described him/herself as a concerned UK health professional, complained that he/she could not access the prescribing information for Duac 5% (benzoyl peroxide, clindamycin phosphate) from an online advertisement (ref PM-GB-CBP-BNNR-200005) placed

by GlaxoSmithKline on the Pulse Today website. Duac was indicated for the topical treatment of mild to moderate acne vulgaris.

## **COMPLAINT**

The complainant noted that the advertisement was static, it did not change in several minutes, and it did not provide any prescribing information. The complainant stated that he/she clicked on the advertisement but there was no one click link to the prescribing information. The complainant alleged breaches of Clauses 4.1, 4.2, 4.6 and 4.9 and as prescribing information was a basic requirement and, given that none was available, high standards had not been maintained in breach of Clause 9.1.

The complainant provided a copy of the advertisement which featured the product logo, the indication for Duac, a reference to the summary of product characteristics, the advertisement's reference number and date of preparation (June 2020).

## **RESPONSE**

GlaxoSmithKline stated that the Duac 5% advertisement in question was a two-frame banner advertisement. The first frame contained the brand and generic names and the clearly labelled link to the Duac prescribing information and adverse event reporting statement. The second frame contained the unique identifying job number (PM-GB-CBP-BNNR-200005) and the date of preparation. The second frame took the viewer to the Duac webpage when clicked. A copy of the approval certificate was provided.

Together, the two frames displayed for 15 seconds; the first frame displayed for at least 6.5 seconds, the second frame for the remainder of the time.

To ensure that the banner did not start to display until a viewer was scrolling down to where it was situated, the software used triggered the animation of the banner advertisement when a viewer reached a specific area or 'fragment' of a webpage. This ensured that the viewer had time to see and read the first frame before it moved to the second frame. Therefore, the viewer had at least 6.5 seconds to read the first frame and choose to click the link to the prescribing information and adverse event reporting.

GlaxoSmithKline submitted that the prescribing information was, therefore, provided in a clear and legible manner and it denied a breach of Clause 4.1. The prescribing information contained all of the obligatory information described in Clause 4.2 and so GlaxoSmithKline also denied a breach of Clause 4.2.

GlaxoSmithKline noted that it was clearly and prominently stated on the first frame of the advertisement where the prescribing information for Duac 5% could be found. That statement was visible for at least 6.5 seconds which started when the viewer was approaching the display area for the advertisement. GlaxoSmithKline denied a breach of Clause 4.6.

GlaxoSmithKline also noted that the Duac banner advertisement had a prominent statement on the first frame as to where the adverse event reporting information could be found. The required adverse event reporting wording was located on the prescribing information, which formed an integral part of the material, by way of the clearly identified link. GlaxoSmithKline therefore denied a breach of Clause 4.9.

The advertisement had been certified in accordance with GlaxoSmithKline's own internal procedures, which were fully compliant with the requirements of the Code. All the obligatory requirements for a digital promotional item were fulfilled. GlaxoSmithKline was confident that high standards had been maintained and it denied a breach of Clause 9.1.

GlaxoSmithKline stated that during its review of this complaint, it re-checked a staging link and the banner advertisement was still functioning as explained above. The Duac banner advertisement was still live, but as other banners often occupied the space, it was not always possible to see it on pulsetoday.co.uk.

GlaxoSmithKline submitted that the first frame of the Duac banner advertisement, with all the obligatory information present including prescribing information, would display as a static image if there were a technical issue with the site. This was not the image described by the complainant as it clearly had a link to the prescribing information. GlaxoSmithKline thus considered that there had not been any technical issue with the website.

In conclusion, GlaxoSmithKline asserted that the Duac banner advertisement complied with the Code and it denied any breaches of Clauses 4.1, 4.2, 4.6 or 4.9. High standards had been maintained in the development and certification of the advertisement and so GlaxoSmithKline denied a breach of Clause 9.1.

## **PANEL RULING**

The Panel noted that the complainant had referred to a static advertisement for Duac 5% and had provided an image of only the second frame of what was, according to GlaxoSmithKline, a two-frame banner advertisement. It appeared from the complainant's account that the second frame had stayed on his/her screen for several minutes without changing. The Panel, however, noted GlaxoSmithKline's submission that if there had been a technical issue with the website, a separate static default image would be displayed which included a link to the prescribing information and adverse event reporting. The Panel had no way of knowing why the second frame of the two-frame banner advertisement appeared as a static advertisement on the complainant's screen. Further, it appeared that even when the complainant clicked on the second frame, he/she was not taken to the Duac website as intended.

The Panel noted that when displayed correctly, the two frames of the banner advertisement displayed for 15 seconds; the first frame, which included a link to the prescribing information, stayed on screen for at least 6.5 seconds and the second frame, provided by the complainant, displayed for the remainder of the time. The Panel further noted GlaxoSmithKline's submission that the software used ensured that the 6.5 seconds started when the viewer approached the display area for the advertisement. The first frame of the banner advertisement included a prominent statement 'Click here for prescribing information' and so, in that regard, no breach of Clause 4.6 was ruled. The Panel further noted that the Duac website homepage, which readers were directed to if they clicked on the second frame of the banner advertisement as provided by the complainant, similarly included a link to the Duac prescribing information. Clause 4.1 stated that the prescribing information listed in Clause 4.2 must be provided in a clear and legible manner in all promotional material except for abbreviated advertisements. Failure to provide the elements of prescribing information listed in Clause 4.2 would result in a breach of Clause 4.1. Prescribing information had been provided, which GlaxoSmithKline submitted, contained all of the obligatory information as described in Clause 4.2 and so no breach of Clause 4.1 was ruled as alleged. At the bottom of the prescribing information was the information required by the Code regarding the reporting of adverse events. No breach of Clause 4.9 was ruled.

The Panel considered that it was unfortunate that the advertisement had not displayed or functioned correctly on the complainant's screen. GlaxoSmithKline had re-checked a staging link and the banner advertisement was still functioning. It was thus impossible to determine why the complainant had not been able to view both frames of the advertisement. The Panel considered that, despite the complainant's difficulties, high standards had been maintained and no breach of Clause 9.1 was ruled.

**Complaint received**                      **24 July 2020**

**Case completed**                         **17 September 2020**