

COMPLAINANT v THORNTON & ROSS

Allegations about an invitation to a Thornton & Ross webinar

A contactable complainant who described him/herself as a health professional complained about an advertisement for a Thornton & Ross webinar.

The complainant alleged that the event advertised was promotional and fully funded and organised by Thornton & Ross but on first inspection looked like a named independent organisation's non promotional event.

The complainant alleged that it was not immediately clear that the event was organised by Thornton & Ross: there was a failure to prominently declare sponsorship, and the actual event was disguised promotion.

The detailed response from Thornton & Ross is given below.

The Panel noted the complainant's allegation that whilst the event was fully funded and organised by Thornton & Ross, on first inspection it looked like the named independent organisation's non-promotional event. The Panel noted that the complaint was in relation to the webinar advertisement emailed to the complainant and not in relation to what appeared on the independent organisation's website as referred to by Thornton & Ross. The Panel therefore made its rulings in relation to the email received by the complainant.

In this regard, the Panel considered that the recipient's initial impression of the email was important. In the recipient's inbox the email appeared from a named independent organisation employee, and the email subject was '[named independent organisation] Focus - Bone Health Month'. The top of the body of the email featured a large prominent independent organisation logo, below which was stated '[named independent organisation] Launches - Bone Health Month' followed by 'The [named independent organisation] focus this month is on Bone Health. There will be a webinar and a podcast featuring expert GPs and practice pharmacists'. The email further stated:

'Did you know:

- 3.2 million people in the UK are living with osteoporosis**
- One in three women and one in five men over fifty will sustain an osteoporotic fracture**
- With an early diagnosis and treatment before fractures occur, osteoporosis can be prevented**
- Pharmacological management with practice pharmacist involvement is key'**

Towards the bottom of the email was a large prominent blue box which stated, 'CLICK HERE TO REGISTER FOR THE WEBINAR 11th November 8-9pm "Osteoporosis and fracture prevention"'.

The Panel noted that there was no reference at all to Thornton & Ross in the body of the email.

The Panel noted that upon clicking the webinar registration link within the email, the registration page appeared, which included the declaration 'This webinar has been fully funded by Thornton and Ross and is intended for UK Healthcare Professionals only'. This declaration was in small font, towards the bottom left of the registration page, below details of the speakers and the learning objectives which included: increasing evidence-based understanding of osteoporosis and fracture prevention, improving clinical confidence in advising patients on osteoporosis management and helping improve compliance, and increasing understanding of the role of vitamin D and calcium. The Panel noted that the independent organisation logo appeared prominently at the top of this registration page.

The Panel considered the content and layout of the email and the immediate impression to a busy health professional. In the Panel's view, considering: the email was sent from the named independent organisation, included its prominent logo at the top of the email and there was no reference to Thornton & Ross in the body of the email, on the balance of probabilities, a health professional would likely consider that the email invite was to the independent organisation's webinar and not a pharmaceutical company webinar.

The Panel noted its comments above and considered that it was not sufficiently clear at the outset that the webinar being advertised in the email in question was fully funded by Thornton & Ross. The Panel therefore ruled breaches of the Code in this regard.

The Panel noted the title of the webinar 'Osteoporosis and fracture prevention' as stated in the email in question and the learning objectives as stated on the registration page. The Panel noted that the definition of promotion was broad. In the Panel's view, any direct or indirect references to a Thornton & Ross medicine in its fully funded webinar might be considered as promotion of that medicine. The Panel did not have the content of the webinar before it and neither Thornton & Ross nor the complainant made any comment in relation to references to Thornton & Ross medicines at the webinar in question. The Panel noted that the complainant bore the burden of proof and did not consider that he/she had established that the webinar was promotional and therefore the complainant had not established that the invitation to the webinar constituted disguised promotion as alleged. The Panel therefore ruled no breach of the Code.

The Panel noted its comments and rulings above including its ruling of breaches of the Code and considered that Thornton & Ross had failed to maintain high standards and a breach of the Code was ruled.

A contactable complainant who described him/herself as a health professional complained about an advertisement for a Thornton & Ross webinar.

COMPLAINT

The complainant alleged that the event advertised was fully funded and organised by Thornton & Ross but on first inspection looked like a named independent organisation's event. The complainant stated that as a health professional he/she received the advertisement for the promotional event, which looked like it was the named independent organisation's non promotional event. The complainant alleged that this was deceiving health professionals and pharmacists and it was not absolutely clear that it was organised and funded by Thornton & Ross. On the independent organisation's website there were many more companies with the same breach. The independent organisation claimed to be an association but was in fact an incorporated private limited company.

The complainant alleged that it was not immediately clear that the event was organised by Thornton & Ross: there was a failure to prominently declare sponsorship (Clause 5.5), a failure to prominently declare sponsorship of the meeting (Clause 10.9) and the actual event was disguised promotion because he/she could have been tricked into signing up without realising it was pharma-organised (because the declaration on the invitation was so small) (Clause 3.6).

When writing to Thornton & Ross, the Authority asked it to consider the requirements of Clauses 3.6, 5.5 and 10.9 of the 2021 Code as cited by the complainant and in addition Clause 5.1.

RESPONSE

Thornton & Ross highlighted that the independent organisation was a very well-respected networking organisation within the UK for registered pharmacists, as declared on its website. In addition, it clearly stated that they were a not for profit organisation and had a wide list of professional partners as well as 12 independent pharmaceutical companies, fully identified and declared on its website. As this was a members only professional society, which required formal membership it was restricted to registered health professionals, run for and on behalf of its members; in addition each member paid a registration fee and separately subscribed to communications, highlighting a wide variety of member only surveys and events.

Thornton & Ross did not agree with the complainant in relation to the advertised webinar where the details for registration specific to the Thornton & Ross event in question, it was quite clear that Thornton & Ross were the sponsors of the event.

Thornton & Ross copied and pasted directly from the invitation on the web, showing its involvement 'This webinar has been fully funded by Thornton and Ross part of the Stada Group and is intended for UK Health Care Professionals only', directly adjacent to the learning objective and next to the need to register for the event. Thornton & Ross submitted that this was best viewed on the website itself, as the pdf seemed to split the screen and the font included did not seem to be the same as on the registration site ie it had been made smaller on the pdf. In addition, the pdf seemed to show the invite was on two pages, which it was not. This was a relevant comment as the complainant had stated the font was 'so small', it was in fact exactly the same as the rest of the text in the advertisement.

In addition, Thornton & Ross drew attention to the fact, that the wording on the pdf provided by the complainant was 'This webinar has been fully funded by Thornton and Ross and is intended for UK Healthcare Professionals only' which was not the same as on the independent organisation's website.

Thornton & Ross submitted that the words 'part of the STADA Group' were not present on the pdf provided by the complainant and the font was out of keeping with the actual website which led Thornton & Ross to believe it had been maliciously altered to mislead the PMCPA.

PANEL RULING

The Panel noted the complainant's allegation that whilst the event was fully funded and organised by Thornton & Ross, on first inspection it looked like the named independent organisation's non-promotional event. The Panel noted that the complaint was in relation to the webinar advertisement emailed to the complainant and not in relation to what appeared on the independent organisation's website as referred to by Thornton & Ross. The Panel therefore made its rulings in relation to the email received by the complainant.

In this regard, the Panel considered that the recipient's initial impression of the email was important. In the recipient's inbox the email appeared from a named independent organisation employee, and the email subject was '[named independent organisation] Focus - Bone Health Month'. The top of the body of the email featured a large prominent independent organisation logo, below which was stated '[named independent organisation] Launches - Bone Health Month' followed by 'The [named independent organisation] focus this month is on Bone Health. There will be a webinar and a podcast featuring expert GPs and practice pharmacists'. The email further stated:

'Did you know:

- 3.2 million people in the UK are living with osteoporosis
- One in three women and one in five men over fifty will sustain an osteoporotic fracture
- With an early diagnosis and treatment before fractures occur, osteoporosis can be prevented
- Pharmacological management with practice pharmacist involvement is key'

Towards the bottom of the email was a large prominent blue box which stated, 'CLICK HERE TO REGISTER FOR THE WEBINAR 11th November 8-9pm "Osteoporosis and fracture prevention"'.

The Panel noted that there was no reference at all to Thornton & Ross in the body of the email.

The Panel noted that upon clicking the webinar registration link within the email, the registration page appeared, which included the declaration 'This webinar has been fully funded by Thornton and Ross and is intended for UK Healthcare Professionals only'. This declaration was in small font, towards the bottom left of the registration page, below details of the speakers and the learning objectives which included: increasing evidence-based understanding of osteoporosis and fracture prevention, improving clinical confidence in advising patients on osteoporosis management and helping improve compliance, and increasing understanding of the role of vitamin D and calcium. The Panel noted that the independent organisation's logo appeared prominently at the top of this registration page.

The Panel noted that Clause 10.9 stated 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 were aware of it at the outset. The supplementary information drew attention to Clause 5.5.

The Panel noted that Clause 5.5 required that material relating to medicines and their uses, whether promotional or not, and information relating to human health or diseases which was sponsored by a pharmaceutical company or in which a pharmaceutical company had any other involvement, must clearly indicate the role of that pharmaceutical company. The supplementary information to Clause 5.5 included that the declaration of sponsorship must be sufficiently prominent to ensure that readers of sponsored material are aware of it at the outset.

The Panel considered the content and layout of the email and the immediate impression to a busy health professional. In the Panel's view, considering: the email was sent from the named independent organisation, included its prominent logo at the top of the email and there was no reference to Thornton & Ross in the body of the email, on the balance of probabilities, a health professional would likely consider that the email invite was to the named independent organisation's webinar and not a pharmaceutical company webinar.

The Panel noted its comments above and considered that it was not sufficiently clear at the outset that the webinar being advertised in the email in question was fully funded by Thornton & Ross. The Panel therefore ruled a breach of Clauses 10.9 and 5.5 of the Code in this regard.

The Panel noted the complainant's allegation that the event was disguised promotion as he/she could have been tricked into signing up without realising it was a pharmaceutical company organised event because the declaration on the invitation was so small.

Clause 3.6 stated that materials and activities must not be disguised promotion. The Panel noted the title of the webinar 'Osteoporosis and fracture prevention' as stated in the email in question and the learning objectives as stated on the registration page. The Panel noted that the definition of promotion in Clause 1.17 was broad. In the Panel's view, any direct or indirect references to a Thornton & Ross medicine in its fully funded webinar might be considered as promotion of that medicine. The Panel did not have the content of the webinar before it and neither Thornton & Ross nor the complainant made any comment in relation to references to Thornton & Ross medicines at the webinar in question. The Panel noted that the complainant bore the burden of proof and did not consider that he/she had established that the webinar was promotional and therefore the complainant had not established that the invitation to the webinar constituted disguised promotion as alleged. The Panel therefore ruled no breach of Clause 3.6.

The Panel noted its comments and rulings above including its ruling of breaches of Clause 5.5 and 10.9 and considered that Thornton & Ross had failed to maintain high standards and a breach of Clause 5.1 was ruled.

Complaint received **4 November 2021**

Case completed **13 September 2022**