

**CASE AUTH/3572/10/21**

## **COMPLAINANT v ASTRAZENECA**

### **Alleged promotion of Calquence (acalabrutinib) on LinkedIn**

A contactable complainant who wished to remain anonymous and described him/herself as a clinician referred to AstraZeneca sharing a link to an educational blood cancer website with the public via LinkedIn. The complainant noted that the website was not owned by AstraZeneca but contained details of its medicine acalabrutinib and alleged that this was disguised promotion or at least promotion to the public.

The complainant was concerned that this was not an error by one AstraZeneca employee, but senior members of the cancer department in the UK.

The detailed response from AstraZeneca is given below.

The Panel noted AstraZeneca's submission that it had been approached by Blood Cancer UK to help support its Blood Cancer Awareness Month (BCAM) campaign in September 2021 by raising awareness on LinkedIn and Twitter. In support, AstraZeneca created pre-approved post content dedicated to Blood Cancer Awareness for its corporate LinkedIn and Twitter pages and asked nine UK-based employees to each share the pre-approved content on their personal LinkedIn pages; the employees LinkedIn followers consisted of a mixture of health professionals and non-health professionals.

The Panel noted the approved wording of the LinkedIn posts shared by employees stated:

**'September is Blood Cancer Awareness Month, a time to elevate year-round efforts to end blood cancer once and for all.**

**My colleagues and I have reflected on ways in which we can make a positive change on the impact that blood cancer has on the lives of patients and those close to them.**

**Please see our because statements which outlines why beating blood cancer is important to us. #ThisIsBloodCancer #BCAM2021.'**

The Panel noted that a number of the screenshots provided by the complainant included the content above and appeared to include a video that displayed various employee's 'because statements' alongside their image beneath the heading 'Blood Cancer Awareness Month September 2021'. Each frame appeared to include the wording 'Because we're on the road to beating blood cancer. Find out more with Blood Cancer UK at [bloodcancer.org.uk](http://bloodcancer.org.uk)' beneath each employee's image. A further screenshot

provided by the complainant was of a LinkedIn post by another named senior employee sharing his/her 'because statement'.

The Panel noted that the 2021 Code stated that it should be made clear when a user was leaving any of the company's sites, or sites sponsored by the company, or was being directed to a site which was not that of the company. The Panel did not consider that the complainant had raised an allegation in this regard; the complainant referred to AstraZeneca sharing a link to a website that was not owned by AstraZeneca. The Panel therefore ruled no breach of the Code.

The Panel noted AstraZeneca's submission that the posts contained non-promotional information which was not specific to any treatment, product or blood cancer type.

The Panel further noted AstraZeneca's submission that the Blood Cancer website to which readers of the LinkedIn posts were directed to was maintained and owned by Blood Cancer UK and contained disease awareness information across many different types of blood cancers. The Panel further noted AstraZeneca's submission that the website address provided within the AstraZeneca LinkedIn posts took readers to the landing page entitled 'We're here to beat blood cancer' which was a page primarily depicting Blood Cancer UK's activities and the support materials available to patients and their carers; it included no mention of any treatments or product types for any of the blood cancers discussed. The Panel noted from the webpages from the Blood Cancer website downloaded by the case preparation manager at the time of the complaint that the webpage entitled 'Chronic Lymphocytic Leukaemia treatment and side effects' included a section titled Chronic lymphocytic leukaemia (CLL) treatment types which began with 'In this section we talk about the specific treatments used when treatment is needed for CLL'. Beneath the heading 'Treatment for CLL' it stated 'Although in most cases CLL isn't a curable condition, many people with the disease will have a good quality of life. You might not need treatment at first – especially if you don't have any symptoms. If you feel well, your team might just see you for regular check-ups. Your specialist will tell you when they think you might need to start treatment and discuss your options with you. See our information on treatment planning for CLL. Active treatment for CLL can involve medication (either chemotherapy or non-chemotherapy drugs) and antibodies. Some people may have a stem cell transplant, but this is rare. A very small number of people might need more intensive treatment earlier on if their CLL is progressing more quickly, or if they were diagnosed at a late stage' before including details of the various CLL treatment options.

The Panel noted that the CLL treatment webpage appeared to be a number of clicks away from the homepage and appeared to describe all treatments for the blood cancer type. A number of treatment options, which could be expanded for further details when clicked, were listed. On extending the acalbrutinib tab, it read 'Acalbrutinib is a targeted drug (a chemotherapy-free treatment). It is a tablet you take twice a day', followed by details on its use and accessibility in England and Scotland. The Panel noted that similar information was included for the remaining products. The Panel noted AstraZeneca submission that it had not provided any product information in relation to acalabrutinib to support the BCAM campaign.

The Panel noted its comments above and did not consider that the complainant had established that the inclusion of the URL for the Blood Cancer UK website, within

**AstraZeneca's LinkedIn posts, constituted disguised promotion of acalabrutinib as alleged and based on the complainant's narrow allegation no breach of the Code was ruled. Nor had the complainant established that the inclusion of the URL for the Blood Cancer UK website within AstraZeneca's LinkedIn posts meant that AstraZeneca had promoted its prescription only medicines to the public or had encouraged members of the public to ask for a specific prescription only medicine as alleged. The Panel therefore ruled no breaches of the Code.**

**The Panel noted its comments and rulings above and consequently ruled no breaches of the Code including no breach of Clause 2.**

A contactable complainant who wished to remain anonymous and described him/herself as a clinician complained about the alleged promotion of Calquence (acalabrutinib), marketed by AstraZeneca, on LinkedIn.

## **COMPLAINT**

The complainant referred to what he/she considered to be a dangerous precedent set by AstraZeneca, with respect to sharing a link to a well-respected educational blood cancer website with the public via LinkedIn. The complainant noted that the website was not owned by AstraZeneca but contained details of its medicine acalabrutinib. The complainant alleged that this was disguised promotion or at least promotion to the public.

The complainant was concerned that this was not an error by one AstraZeneca employee, but senior members of the cancer department in the UK who had shared this on LinkedIn.

The complainant stated that the website contained details about acalabrutinib, and its accessibility in Scotland and England. The problem clinicians would face was that Chronic Lymphocytic Leukaemia (CLL) by nature was something that did not have to be treated straight away, and health professionals liked to sequence, and make the best use of treatments, to prolong life. With AstraZeneca's conduct, patients and carers would take whatever limited information AstraZeneca had promoted to them on LinkedIn and use it to demand treatment. Sometimes, not treating CLL so early was of benefit.

The complainant provided screen shots and hoped that the necessary actions would be taken so that such situations could be avoided in the future. Patients needed the right information, from the most appropriate people. The complainant stated that he/she tried to call AstraZeneca to speak with a member of the Cancer UK department, however, nobody seemed to be available for a discussion.

The complainant alleged that this behaviour was unethical, of very low professional standards, and brought the pharmaceutical industry in the spotlight for all the wrong reasons. AstraZeneca should promote to doctors, not to patients and the public on social media.

When writing to AstraZeneca, the Authority asked it to consider the requirements of Clauses 2, 3.6, 5.1, 5.7, 26.1 and 26.2 of the Code.

## **RESPONSE**

AstraZeneca submitted that the objective of this non-promotional, disease awareness campaign was to support the charity Blood Cancer UK during its month-long initiative in September 2021.

AstraZeneca summarised the allegations as follows:

- Linking to a third-party website, [bloodcancer.org.uk](http://bloodcancer.org.uk) ('BC Website'), which contained AstraZeneca product information.
- Low professional standards, disguised promotion and promoting to patients and the public.
- Misleading information provided on the BC Website around treatment options for patients (as Chronic Lymphocytic Leukaemia might not require immediate treatment).
- Poor standards by AstraZeneca UK employees, with the post being shared by numerous members of the UK Oncology Department including senior employees.

AstraZeneca strongly refuted all of the allegations and any suggestion that Clauses 2, 3.6, 5.1, 5.7, 26.1 and 26.2 of the 2021 Code had been breached. AstraZeneca submitted that all of the activities conducted in relation to these non-promotional posts were executed in accordance with AstraZeneca's standard operating procedures (SOPs) and were entirely permissible within the Code.

In response, AstraZeneca submitted that this was a legitimate, well planned and executed, non-promotional social media campaign supporting Blood Cancer UK to raise awareness of blood cancer and its symptoms.

## **Background**

On an annual basis in September, the charity Blood Cancer UK held a Blood Cancer Awareness Month ('BCAM') to raise awareness of blood cancers to the UK public. AstraZeneca was approached by Blood Cancer UK to help support the BCAM campaign by raising awareness on LinkedIn and Twitter.

In support, AstraZeneca created pre-approved post content dedicated to Blood Cancer Awareness for its corporate LinkedIn and Twitter pages. AstraZeneca also asked nine UK-based employees to each share the pre-approved content on their personal LinkedIn pages. The posts contained only non-promotional information which was not specific to any treatment, product or blood cancer type. The posts were reviewed in accordance with AstraZeneca's Social Media SOPs and the Code. Furthermore, the posts clearly mentioned AstraZeneca's support of the BCAM campaign by including a statement 'Find out more with Blood Cancer UK at [bloodcancer.org.uk](http://bloodcancer.org.uk)'.

The nine AstraZeneca employees used only the pre-approved wording and supporting materials within their posts. AstraZeneca confirmed that LinkedIn followers of the AstraZeneca employees consisted of a mixture of health professionals and other (non-health professional) professionals.

AstraZeneca stated that the Blood Cancer website was a third-party website which was maintained and owned by Blood Cancer UK. The Blood Cancer website contained disease awareness information across many different types of blood cancers. The landing page of the Blood Cancer website was entitled 'We're here to beat blood cancer'. This was a page primarily depicting Blood Cancer UK's activities and the support materials available to patients and their

carers. Crucially, this page included no mention of any treatments or product types for any of the blood cancers discussed.

AstraZeneca stated that it had significant challenge in locating the screenshot provided by the complainant, which was eventually located in a page entitled 'Chronic Lymphocytic Leukaemia treatment and side effects'. Upon review, AstraZeneca found this page provided a fair and balanced overview of many treatment options available to CLL patients. For the avoidance of doubt, AstraZeneca did not provide any product information in relation to Calquence (acalabrutinib) to support the BCAM campaign.

A final form copy of AstraZeneca's non-promotional, disease awareness posts were shared, in advance of publication, with Blood Cancer UK. Further, written consent was obtained from Blood Cancer UK prior to AstraZeneca posting the content on LinkedIn and Twitter.

AstraZeneca provided a copy of the certificates of all related posts from Veeva Vaults PromoMats and the qualifications of the medical signatories who certified the content. Of the nine posts placed on LinkedIn by AstraZeneca UK employees, one was certified by an internal AstraZeneca UK nominated signatory and the remaining eight were certified by UK qualified signatories from its third-party service provider.

AstraZeneca stated that it had removed all the posts from social media channels since the campaign was for the duration of September 2021 and September had now passed. AstraZeneca had asked all nine employees to remove the posts from their individual LinkedIn profiles and all posts on the corporate LinkedIn and Twitter channels were also removed.

### **Response to alleged breach of Clauses 2, 3.6, 5.1, 5.7, 26.1 and 26.2 of the Code**

AstraZeneca strongly refuted all of these allegations and denied any suggestion that Clauses 2, 3.6, 5.1, 5.7, 26.1 and 26.2 of the Code had been breached. As such, the Panel would note that no element of the posts or any of the supporting materials could be deemed as being 'promotional' in nature. Furthermore, great care was taken to follow the relevant AstraZeneca SOPs and the Code to ensure that the non-promotional nature of this social media campaign remained intact.

### **Response to Clause 3.6**

AstraZeneca stated that it had clearly planned and executed a non-promotional, disease awareness, social media campaign, with no link to a specific treatment, product or blood cancer type. AstraZeneca therefore strongly denied a breach of Clause 3.6. AstraZeneca was surprised by the allegations raised as they were unsubstantiated.

### **Response to Clause 5.1**

AstraZeneca stated that it had maintained high standards in all aspects of this disease awareness, social media campaign. AstraZeneca could not see any grounds for a breach of Clause 5.1.

### **Response to Clause 5.7**

The wording 'Find out more with Blood Cancer UK at [bloodcancer.org.uk](http://bloodcancer.org.uk)' on the posts showed that the Blood Cancer website was a third-party website. AstraZeneca firmly believed that a breach of Clause 5.7 was unfounded.

**Response to Clause 26.1 and Clause 26.2**

As outlined above, AstraZeneca ran the social media disease awareness campaign in support of Blood Cancer Awareness Month. At no point did the posts intend to or otherwise raise 'unfounded hopes of successful treatment' or 'encourage members of the public to ask for a certain treatment type or product'. It was difficult to understand how the complainant could have perceived this to be the case. AstraZeneca was extremely disappointed with these allegations and strongly denied any breach of Clauses 26.1 and 26.2.

**Response to Clause 2**

AstraZeneca stated that it was committed to maintaining high standards and strengthening the image of the pharmaceutical industry by operating in a responsible, ethical and professional manner, especially in relation to its activities under the Code and in support of the company's patients.

AstraZeneca was perplexed by the serious allegations made by the complainant, given that this campaign was clearly a non-promotional disease awareness initiative which did not imply any intent to promote or mislead. Campaigns like Blood Cancer Awareness Month put patients first by raising awareness and increasing understanding of serious conditions such as blood cancers. BCAM was a worthy cause which AstraZeneca was proud to support. The actions taken by the complainant to attempt to link the company's posts to promotion of AstraZeneca medicines was concerning. AstraZeneca was extremely disappointed by this and questioned the complainant's motives in raising such unfounded and clearly vexatious allegations. AstraZeneca therefore vehemently denied a breach of Clause 2.

**Summary**

AstraZeneca stated that it had established that the BCAM social media campaign was conducted compliantly and in line with all of AstraZeneca's internal SOPs and the Code.

The posts were non promotional in nature and as part of a disease awareness campaign for blood cancer, with no mention of treatment.

AstraZeneca stated that it was concerned that the language used within the complainant's letter suggested that he/she might be an employee of a pharmaceutical company. Additionally, the complainant had expressed that they had attempted to contact AstraZeneca UK, however there was no record of any contact or enquiries regarding the BCAM posts. Therefore, AstraZeneca strongly questioned the intent and rationale for submitting this complaint. If the complainant was an employee of a pharmaceutical company AstraZeneca believed the appropriate Code process for inter-company dialogue with AstraZeneca's Medical Director had not been followed.

AstraZeneca strongly refuted any allegations that this was a promotional campaign and any suggestion that Clauses 2, 3.6, 5.1, 5.7, 26.1 and 26.2 of the Code had been breached.

AstraZeneca was extremely disappointed to receive such a complaint and would like to strongly express that all allegations made were categorically false.

AstraZeneca stated that it remained proud to have supported Blood Cancer UK in its efforts to raise awareness of blood cancers in the UK and would continue to support their just cause in the future.

## PANEL RULING

The Panel noted AstraZeneca's submission that it had been approached by Blood Cancer UK to help support its blood cancer awareness month campaign in September 2021 by raising awareness on LinkedIn and Twitter. In support, AstraZeneca created pre-approved post content dedicated to Blood Cancer Awareness for its corporate LinkedIn and Twitter pages and asked 9 UK-based employees to each share the pre-approved content on their personal LinkedIn pages; the employees LinkedIn followers consisted of a mixture of health professionals and other (non-health professional) professionals.

The Panel noted the approved wording of the LinkedIn posts shared by employees stated:

'September is Blood Cancer Awareness Month, a time to elevate year-round efforts to end blood cancer once and for all.

My colleagues and I have reflected on ways in which we can make a positive change on the impact that blood cancer has on the lives of patients and those close to them.

Please see our because statements which outlines why beating blood cancer is important to us. #ThisIsBloodCancer #BCAM2021.'

The Panel noted that a number of the screenshots provided by the complainant appeared to be of the same LinkedIn post by one individual employee on his/her personal LinkedIn account which included the content above and appeared to include a video that displayed various employee's 'because statements' alongside their image beneath the heading 'Blood Cancer Awareness Month September 2021'. Each frame appeared to include the wording 'Because we're on the road to beating blood cancer. Find out more with Blood Cancer UK at [bloodcancer.org.uk](http://bloodcancer.org.uk)' beneath each employee's image. A further screenshot provided by the complainant was of a LinkedIn post by another named senior employee sharing his/her 'because statement'.

The Panel noted that Clause 5.7 of the 2021 Code stated that it should be made clear when a user was leaving any of the company's sites, or sites sponsored by the company, or was being directed to a site which was not that of the company. The Panel did not consider that the complainant had raised an allegation in this regard; the complainant referred to AstraZeneca sharing a link to a well-respected educational blood cancer website that was not owned by AstraZeneca. The Panel therefore ruled no breach of Clause 5.7.

The Panel noted AstraZeneca's submission that the page entitled 'Chronic Lymphocytic Leukaemia treatment and side effects', highlighted in a screenshot by the complainant and which contained information regarding acalabrutinib, provided a fair and balanced overview of treatment options for CLL patients.

The Panel noted AstraZeneca's submission that the posts contained non-promotional information which was not specific to any treatment, product or blood cancer type.

The Panel further noted AstraZeneca's submission that the Blood Cancer website to which readers of the LinkedIn posts were directed to, to find out more information about blood cancers, was maintained and owned by Blood Cancer UK and contained disease awareness information across many different types of blood cancers. The Panel further noted

AstraZeneca's submission that the website address provided within the AstraZeneca LinkedIn posts took readers to the landing page entitled 'We're here to beat blood cancer' which was a page primarily depicting Blood Cancer UK's activities and the support materials available to patients and their carers; it included no mention of any treatments or product types for any of the blood cancers discussed. The Panel noted from the webpages from the Blood Cancer website downloaded by the case preparation manager at the time of the complaint that the webpage entitled 'Chronic Lymphocytic Leukaemia treatment and side effects' included a section titled Chronic lymphocytic leukaemia (CLL) treatment types which began with 'In this section we talk about the specific treatments used when treatment is needed for CLL'. Beneath the heading 'Treatment for CLL' it stated 'Although in most cases CLL isn't a curable condition, many people with the disease will have a good quality of life. You might not need treatment at first – especially if you don't have any symptoms. If you feel well, your team might just see you for regular check-ups. Your specialist will tell you when they think you might need to start treatment and discuss your options with you. See our information on treatment planning for CLL. Active treatment for CLL can involve medication (either chemotherapy or non-chemotherapy drugs) and antibodies. Some people may have a stem cell transplant, but this is rare. A very small number of people might need more intensive treatment earlier on if their CLL is progressing more quickly, or if they were diagnosed at a late stage' before including details of the various CLL treatment options.

The Panel noted from the screenshot provided by the complainant that the CLL treatment webpage appeared to be a number of clicks away from the homepage and appeared to describe all treatments for the blood cancer type. The following treatment options, which could be expanded for further details when clicked, were listed: 'FCR: fludarabine, cyclophosphamide and rituximab; Bendamustine; Acalabrutinib; Venetoclax and Obinutuzumab; Ibrutinib'; on extending the acalabrutinib tab, it read 'Acalabrutinib is a targeted drug (a chemotherapy-free treatment). It is a tablet you take twice a day', followed by details on its use and accessibility in England and Scotland. The Panel noted from the webpage downloaded by the case preparation manager at the time of the complaint that similar information was included for the remaining products. The Panel noted AstraZeneca submission that it had not provided any product information in relation to acalabrutinib to support the BCAM campaign.

The Panel noted its comments above and did not consider that the complainant had established that the inclusion of the URL for the Blood Cancer UK website, within AstraZeneca's LinkedIn posts, constituted disguised promotion of acalabrutinib as alleged and based on the complainant's narrow allegation no breach of Clause 3.6 was ruled. Nor had the complainant established that the inclusion of the URL for the Blood Cancer UK website within AstraZeneca's LinkedIn posts meant that AstraZeneca had promoted its prescription only medicines to the public or had encouraged members of the public to ask for a specific prescription only medicine as alleged. The Panel therefore ruled no breach of Clauses 26.1 and 26.2.

The Panel noted its comments and rulings above and consequently ruled no breach of Clauses 5.1 and 2.

**Complaint received**      **23 October 2021**

**Case completed**         **25 August 2022**