

CASE AUTH/3721/1/23

COMPLAINANT v PFIZER

Allegations about Pfizer UK tweets

CASE SUMMARY

This case was in relation to a series of three tweets posted on the Twitter feed of Pfizer UK that included a link to an article published in the online edition of Pulse Today.

The Panel ruled a breach of the following Clause of the 2021 Code because the intended audience was not included in the tweets and because the Panel had concerns about the internal governance and approval process for the tweets:

Breach of Clause 5.1	Failing to maintain high standards
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The Panel ruled no breach of the following Clauses of the 2021 Code because, on balance, the Panel did not consider that the complainant had established that the linked article was promotional, and the Panel did not consider that its concerns in relation to the ruling of a breach of Clause 5.1 warranted a ruling of a breach of Clause 2:

No Breach of Clause 2	Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry
No Breach of Clause 12.1	Requirement to provide prescribing information in promotional material
No Breach of Clause 12.2	Requirement that the prescribing information includes the specified information
No Breach of Clause 12.4	Requirement to provide prescribing information in digital material
No Breach of Clause 12.10	Requirement to include the black triangle in promotional material
No Breach of Clause 26.1	Requirement to not advertise prescription only medicines to the public

**This summary is not intended to be read in isolation.
For full details, please see the full case report below.**

FULL CASE REPORT

A complaint was received from a contactable complainant about tweets published by Pfizer Limited.

COMPLAINT

The complainant stated that they had to complain yet again about the alleged misuse of social media by Pfizer UK and its disregard for the Code.

In December 2022, there was a post on the Twitter feed of Pfizer UK (@Pfizer_UK) which stated:

'As the UK enters its first 'unlocked winter' since 2019, our [named senior Pfizer medical employee] explains the devastating impact that respiratory diseases can have during the colder months. Read more @PulseToday 🗨️ #WinterPressures'

This post contained a link to an article in the UK medical paper/journal 'Pulse'. The page was headed 'This site is intended for health professionals only' and it also contained the statement 'Sponsored Content: This content has been developed and paid for by Pfizer UK.'

The complainant alleged that the author of the article, a named senior Pfizer employee, used this article to promote Pfizer's COVID-19 and pneumococcal vaccines. Although Pfizer's vaccines were not mentioned by name, the complainant alleged that in the UK there were only two available brands of pneumococcal vaccine, one of which was owned by Pfizer, and three available brands of COVID-19 vaccine, the clear and dominant market leader of which was owned by Pfizer. Pfizer therefore stood to benefit greatly from this promotion of these vaccines. It was the complainant's understanding that promotion of a medicine did not require that medicine to be specifically mentioned by name in an advertisement for the criteria for promotion, as set out in Clause 1.17 of the Code, to have been met, i.e. 'The definition of promotion in Clause 1.17, is very broad and far reaching. Promotion is any activity undertaken by a pharmaceutical company, or with its authority, which promotes the administration, consumption, prescription, purchase, recommendation, sale, supply or use of its medicines.'

The complainant alleged that both the tone and content of the article were clearly designed to encourage the use of vaccines, including the Pfizer vaccines. For example, in a paragraph entitled 'Collaboration is essential to support NHS recovery', the author stated 'I am sure that COVID-19 is just the tip of the iceberg. To reduce strain on health services, the pharmaceutical industry, the government, and the scientific community need to work together to get vaccines and treatments to those who need them. The pandemic showed us the value of effective collaboration in helping to accelerate the delivery of solutions to patients. We need to continue to build on and strengthen these partnerships beyond COVID-19'.

In a paragraph entitled 'Investing in prevention beyond COVID-19' the author went on to say 'Investment in vaccines has been proven to be cost-effective – a recent study which estimated the impact of three vaccination programmes, including pneumococcal disease, found that the average return on investment to the UK government was £2.18 for every £1 invested.⁶ The complainant alleged that the vaccines discussed in this cited study (commissioned and funded by the ABPI) were for a number of conditions, but the article only mentioned pneumococcal

disease, the condition for which the author's company marketed a vaccine. This statement was therefore a promotional claim for Pfizer's vaccine.

The complainant stated that they were not disputing Pfizer's right to pay to advertise its products to medical practitioners in a medical journal and on a site clearly labelled as 'intended for health professionals only'. Neither were they claiming that this promotion was in any way disguised – it was clearly labelled 'Sponsored Content: This content has been developed and paid for by Pfizer UK'. However, the complainant stated, promotional material such as this must comply with the following requirements of the Code.

Clause 12 – Prescribing Information and Other Obligatory Information

The complainant alleged that this material was therefore in breach of Clauses 12.1, 12.2, 12.4 and 12.10

Clause 26.1 – Prescription only medicines must not be advertised to the public.

The complainant stated this material was originally published in a journal on a site clearly labelled as a site 'intended for health professionals only'; however, Pfizer UK then posted a link to this site on their publicly available Twitter feed which at the time of the complaint had 22,400 followers, many, probably the majority, of which would be members of the general public. The complainant alleged this post was also liked by a person who described themselves in their profile as a Pfizer employee from the East of England. This like would no doubt have disseminated this post even further. The complainant alleged that by these actions Pfizer UK was clearly in breach of Clause 26.1.

The complainant alleged, furthermore, that on 20 December 2022 Pfizer UK again posted the link to this article on its Twitter feed with the introduction 'Our [named senior Pfizer medical employee] shares her thoughts on the importance of adopting a prevention-first mindset to protect vulnerable patients this winter. @PulseToday #WinterPressures'. The complainant alleged that Pfizer posted it again on its Twitter feed on 22 December 2022 – this time with the introduction 'Our [named senior Pfizer medical employee] explains the importance of protecting vulnerable patients as we enter the UK's first 'unlocked winter' since 2019. Read more: [weblink] #WinterPressures'.

The complainant alleged the clause breaches listed above had therefore taken place on three separate occasions.

In view of the fact that this was promotion of a prescription only medicine to the general public and also that Pfizer had 'escaped' findings of Clause 26.1 regarding promotion of their vaccines on a 'narrow technical point' in the recent past, the complainant requested that three breaches of Clauses 5.1 and 2 should now also be considered.

When writing to Pfizer, the Authority asked it to consider the requirements of Clauses 2, 5.1, 12.1, 12.2, 12.4, 12.10 and 26.1 of the Code.

RESPONSE

Pfizer UK stated that it submitted a piece for publication in the online edition of 'Pulse Today' entitled 'Adopting a prevention-first mindset this winter', which was authored by a senior Pfizer medical employee based in the UK. The article was intended for healthcare professionals and was hosted in the sponsored section of the Pulse Today website which clearly stated in the header of each webpage that the site was intended for health professionals only. It was also clearly stated at the outset of the Pfizer article that the content was developed and paid for by Pfizer UK.

Pfizer submitted that the content of the article was entirely non-promotional in nature. Its objective was to highlight the potential important benefits of a prevention-first mindset in tackling winter pressures faced by the NHS and society, as a result of the burden caused by infectious respiratory diseases including pneumonia, respiratory syncytial virus (RSV), influenza and COVID-19. Through the course of the article, no specific Pfizer vaccine or medicine was mentioned directly or indirectly in keeping with the non-promotional focus and instead, general remarks were offered in relation to the role of vaccination for diseases such as COVID-19, pneumonia and influenza, which were common, known pathogens behind seasonal respiratory infection (Weekly Flu and COVID-19 Report_w1 (publishing.service.gov.uk)).

Since the objective of the article was to draw attention to the role of a preventative approach in general, and that multiple manufacturers of vaccines covering the aforementioned pathogens commercialise their vaccines in the UK (weblink provided), Pfizer refuted the complainant's allegation of the content amounting to promotional activity.

With reference to the complainant suggesting that the statement 'investment in vaccines has been proven to be cost-effective – a recent study which estimated the impact of three vaccination programmes, including pneumococcal disease, found that the average return on investment to the UK government was £2.18 for every £1 invested' constituted a promotional claim, due to the mention of pneumococcal disease, Pfizer contested the assertion. The statement referred to the cost effectiveness of 'vaccines' in general and not any specific Pfizer, or other manufacturer's, vaccine. The article cited to support this statement was a report published by the Office of Health Economics, and commissioned by the ABPI, which aimed to quantify the return on investment of vaccination to the UK government by modelling three vaccination programmes that were routinely offered to certain populations within the UK (copy provided). It was clear in the statement at issue that the figure was constructed from three programmes, and hence was not considered a claim about any specific vaccine, Pfizer's or otherwise.

Pfizer stated that the Pulse article was examined by an experienced medical final signatory for an intended audience of UK healthcare professionals. As a non-promotional piece with no direct or indirect reference to Pfizer vaccines or medicines, Pfizer submitted there was no requirement for the inclusion of Prescribing Information and other obligatory information as set out in Clause 12 of the Code. Pfizer therefore denied the alleged breaches of clauses 12.1, 12.2, 12.4 and 12.10.

Tweets and alleged promotion to the public (Clause 26.1)

Pfizer UK stated that it issued a series of three tweets about the Pulse article inviting Twitter readers to click through via a direct link to the article. Pfizer submitted that the tweets were non-

promotional in nature and did not refer to any specific medicine, vaccine or disease. They were posted on Twitter as organic content, meaning that there was no paid promotion or targeting of the tweets. On clicking through to the link, Twitter users would be taken directly to the non-promotional Pfizer article on Pulse Today. Pfizer submitted that neither the tweets nor the article itself directly or indirectly referenced a Pfizer vaccine or medicine and a prescription only medicine was therefore not promoted to the public. Pfizer therefore refuted the alleged breach of Clause 26.1 of the Code.

Intended audience and alleged breaches of Clause 5.1 and 2

This non-promotional Pfizer article addressing the topic of 'Adopting a prevention-first mindset this winter' was intended for a healthcare professional audience and was made available to healthcare professionals via the online publication 'Pulse Today'. Due to human error, the tweets intended to raise awareness of the article were not marked for the attention of healthcare professionals, the content of the article was nevertheless appropriate for a general public audience and did not promote in a prescription only medicine or vaccine to the public. Any members of the public choosing to click through to the article would have been taken directly into the article and made immediately aware of the intended audience of the Pulse Today website through the inclusion of the header 'This site is intended for healthcare professionals only'.

Pfizer stated that it had not been able to obtain information regarding the allegation that a Pfizer employee liked one of the tweets as the posts were removed by the Communications team as soon as the company received notification of the complaint on 3 January 2023. This action would have also removed visibility of the tweet from the Twitter feed of any user who had interacted with it. As per Pfizer's Social Media policy, a colleague could like and share posts issued by Pfizer UK as these would always be non-promotional in content.

Pfizer stated that whilst the company recognised that an error occurred through the omission of the intended audience from the tweets posted by Pfizer UK, this did not result in a prescription only medicine or vaccine being promoted to the public. Pfizer therefore did not believe that this error or its consequences were such to constitute a breach of Clauses 5.1 or 2 of the Code as alleged by the complainant.

PANEL RULING

The complainant's allegations related to a series of three tweets posted on the Twitter (now known as X) feed of Pfizer UK that included a link to an article published in the online edition of Pulse Today. The article was authored by a senior Pfizer medical employee based in the UK. The Panel noted Pfizer's submission that it submitted the article for publication in the online edition of Pulse Today, in the sponsored section of the website intended for healthcare professionals.

The Panel noted the complainant's allegation that this article was promotional and therefore ought to contain certain obligatory information, and that in posting a link to the Pulse Today article three times on its publicly available Twitter feed, Pfizer had advertised prescription only medicines to the public. The Panel also noted the allegation that one of the posts was liked by someone describing themselves as a Pfizer employee from the East of England, disseminating the tweet further.

The Panel noted the following points from the PMCPA Social Media Guidance 2023:

- Signposting points to information while clarifying who the information is for and the nature of the information and requires confirmation of the audience prior to accessing it.
- The information on the 'signpost' must be sufficient to enable the viewer to determine whether the information is relevant to them and to choose to find out more but should not constitute the promotion of a prescription only medicine to the public.
- Any material associated with a post, for example, a link within a LinkedIn post, would normally be regarded as being part of that post.
- Links in company posts should clearly state whether the link is to the pharmaceutical company material/website or other non-company material/website.
- Linked material should be clear regarding the intended audience and if the pharmaceutical company had any involvement in it.

The Panel considered the content of the individual tweets and noted Pfizer's submission that they did not refer to any specific medicine, vaccine or disease. The Panel noted that the tweet dated 20 December 2022 referred to the 'devastating and lasting impact that infectious respiratory diseases can have'; similar statements appeared in the tweets dated 16 December 2022 and 22 December 2022. There was no allegation that the individual tweets were, themselves, promotional and therefore the Panel based its rulings on the article itself within the context of its dissemination via Twitter.

The article at issue, authored by the Pfizer senior medical employee, was titled 'Adopting a prevention-first mindset this winter' and contained a prominent Pfizer logo with the statement 'Sponsored Content: This content has been developed and paid for by Pfizer UK'. The article was published on the Pulse Today website, which stated in the header that the site was intended for health professionals only.

The Panel noted the complainant's allegation that this article promoted Pfizer's COVID-19 and pneumococcal vaccines and was therefore subject to the requirements of Clause 12 of the Code.

The complainant cited the following points as indications that the article promoted the pneumococcal vaccine:

- There were only two available brands of pneumococcal vaccine, one of which was owned by Pfizer.
- Inclusion of the wording 'Investment in vaccines has been proven to be cost-effective – a recent study which estimated the impact of three vaccination programmes, including pneumococcal disease, found that the average return on investment to the UK government was £2.18 for every £1 invested.' in the article.

The alleged promotion of Pfizer's COVID-19 vaccine was based on the following:

- There were only three available brands of COVID-19 vaccine, the clear and dominant market leader of which was owned by Pfizer.
- The tone and content of the article were considered to be encouraging the use of vaccines, including the Pfizer vaccines; for example, the statement 'I am sure that COVID-19 is just the tip of the iceberg. To reduce strain on health services, the pharmaceutical industry, the government, and the scientific community need to work together to get vaccines and treatments to those who need them. The pandemic showed us the value of effective collaboration in helping to accelerate the delivery of solutions to

patients. We need to continue to build on and strengthen these partnerships beyond COVID-19, to prevent disease and support the NHS to tackle future healthcare challenges.’

The Panel noted Pfizer’s submission that the article was entirely non-promotional in nature, that no specific Pfizer vaccine or medicine was mentioned directly or indirectly, and that general remarks were offered in relation to the role of vaccination against common, known pathogens behind seasonal respiratory infection.

The Panel noted that, as acknowledged by the complainant, Pfizer manufactured one of the two available brands of pneumococcal vaccine, and the market-leading branded COVID-19 vaccine.

The Panel considered that the publication of an article that discussed disease areas and associated policy in which a company had a commercial interest was a legitimate activity. The content of the article should, nonetheless, comply with the Code.

The key question for the Panel to address was whether the article itself was promotional.

The Panel noted the broad definition of promotion at Clause 1.17 of the Code, which referred to any activity which promotes the administration, consumption, prescription, purchase, recommendation, sale, supply or use of its medicines. The Panel noted it was an accepted principle under the Code that it was possible, given the broad definition of promotion, for material to be promotional without mentioning products by name.

The first respiratory disease mentioned in the article’s introductory paragraph was pneumonia, noting that before the pandemic, pneumonia was responsible for more hospitalisations and bed days than any other lung disease. The introductory paragraph also noted that during the peak of the pandemic over half of hospitalisations from lower respiratory tract diseases, including pneumonia, were from non-COVID-19 related infections. It further noted that the incidence of respiratory tract infections at this time was comparable to figures pre-pandemic despite the restrictions in place. The article referred to concerns about the anticipated rise in respiratory tract infections and their public health burden. The author briefly set out three measures to protect vulnerable patients and support the NHS; all three focused on the importance of delivering vaccines to patients. The final paragraph referred to the ‘devastating and lasting impact’ of infectious respiratory disease and the need to have a proactive approach to prevention to help people stay healthier for longer.

The Panel noted the article was written by a senior Pfizer medical employee and published on the health professional webpage of a journal that, in the Panel’s view, was primarily, albeit not exclusively, aimed at prescribers in primary care. In this regard, the Panel was concerned by use of phrases such as ‘... the devastating and lasting impact that infectious respiratory diseases can have ...’ and ‘... need to work together to get vaccines and treatments to those who need them ...’.

While noting its concerns above, the Panel considered that the article discussed vaccine use in general (for respiratory tract infections including pneumonia, respiratory syncytial virus (RSV), influenza and COVID-19) and associated policy matters. While the Panel had some concerns, overall and on balance, the Panel did not consider that the complainant had established that the linked article was promotional. Therefore, the Panel, on balance, ruled **no breach of Clauses**

12.1, 12.2, 12.4 and 12.10 with regard to the article and obligatory information required on promotional material.

In relation to the alleged promotion of a prescription only medicine to the public, the Panel noted its decision that the linked article was not promotional. The Panel noted the header of the article stated in small font that the site was for health professionals only; it was unclear whether there were additional safeguards when accessing the linked post. The Panel considered the tweet and associated article, if accessed by members of the public, may have encouraged them to enquire generally about vaccination. The Panel noted that it had not been asked to consider this matter in relation to Clause 26.2 of the Code. Noting its comments above, the Panel considered that the series of three tweets and the alleged 'like' of one of the tweets, combined with the linked material did not constitute advertising of a prescription only medicine to the public and the Panel, on balance, therefore ruled **no breach of Clause 26.1**.

While noting the above rulings of no breaches of the Code, the Panel was concerned about Pfizer's submission that the tweets intended to raise awareness of the article were not marked for the attention of healthcare professionals due to 'human error', given the 'corporate affairs social media approval form' listed the audience as 'General Public' for Facebook, Twitter and LinkedIn. While the Panel had decided that the article in question was non-promotional for health professionals, the Panel was concerned about the approval of the post for the general public and the omission of the intended health professional audience from the tweets, given that the tweets were proactively disseminated to members of the public and that the linked webpage was directed at health professionals. Noting the poor internal governance around the tweets and that the audience should have been made clear at the outset of each tweet, the Panel considered that high standards had not been maintained. A **breach of Clause 5.1** was ruled.

The Panel noted its rulings of no breaches of the Code above in relation to the article. In addition, the Panel did not consider that its concerns in relation to the tweets and ruling of a breach of Clause 5.1 warranted a ruling of a breach of Clause 2, which was reserved to indicate particular censure. **No breach of Clause 2** was ruled, accordingly, in relation to the tweets and linked article.

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Complaint received **3 January 2023**

Case completed **4 March 2024**