

**CASE AUTH/3867/12/23**

**COMPLAINANT v NOVO NORDISK**

**Alleged promotion on LinkedIn**

**CASE SUMMARY**

This case was in relation to activity on LinkedIn, whereby an employee of Novo Nordisk had reposted a post from the Financial Times. The post and a linked article mentioned two Novo Nordisk's products, Wegovy (semaglutide) and Ozempic (semaglutide). The complainant alleged that this was disguised promotion and that the employee's engagement with the Financial Times post had not been approved.

The outcome under the 2021 Code was:

<b>Breach of Clause 3.6</b>	<b>Disguising promotional material or activities</b>
<b>Breach of Clause 5.1</b>	<b>Failing to maintain high standards</b>
<b>Breach of Clause 8.1</b>	<b>Failing to certify promotional material</b>

**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 about Novo Nordisk Ltd was received from an anonymous non-contactable complainant who described themselves as a health professional.

**COMPLAINT**

The complaint wording is reproduced below with typographical errors corrected:

"This evening I have seen a post on LinkedIn from a Novo Nordisk employee, [named employee], that likes and comments on a FT [Financial Times] post celebrating their [named global senior leader] as "person of the year". My issue is that the FT post mentions both Wegovy and Ozempic and, as such, the 'like' and 'comments' can possibly be perceived as disguised promotion, as these are promoted products by Novo Nordisk, and the employee's role within Novo Nordisk is as a promotional individual. Also, I assume that Novo Nordisk would need to 'approve' internal 'likes' rather than have them operate independently – especially in light of their recent ABPI sanctions."

When writing to Novo Nordisk, the PMCPA asked it to consider the requirements of Clauses 3.6, 5.1 and 8.1 of the 2021 Code.

## NOVO NORDISK'S RESPONSE

The response from Novo Nordisk is reproduced below:

"The LinkedIn post referred to by the complainant was made by [named employee] on Wednesday 19 December 2023. [Named employee] is [senior role]. [Named employee] works for Novo Nordisk's International Operations team, the head office of which is based in Switzerland. [Named employee] is not employed by Novo Nordisk Ltd (the UK affiliate of Novo Nordisk), however [they are] physically based, and work from, the UK. This is also reflected in [their] LinkedIn profile details where [they have] indicated [they are] based in England, UK. We therefore understand that [their] actions on LinkedIn are likely to fall within the scope of the ABPI Code.

On Wednesday 19 December, the Financial Times announced on its LinkedIn account that [named global senior leader of Novo Nordisk] had been chosen as the Financial Times Person of the Year 2023. The Financial Times post included a link to an article which appears to make reference to prescription only medicines (POMs). [Named employee] reposted the Financial Times post onto [their] own LinkedIn feed and added [their] own comment directly above the repost. We have enclosed a copy of the post made by [named employee] as well as a copy of the linked article in the post. Neither [named employee]'s post or the Financial Times post were approved by Novo Nordisk.

[Named employee] has approximately 1000 followers which includes members of the UK public.

We are very disappointed by the actions of [named employee] which demonstrate a momentary lapse of judgement. Novo Nordisk Ltd has in place a UK Social Media Policy and [named employee] confirmed in March 2023 [their] understanding of the current version of this policy via read and sign training in the Novo Nordisk Learning Management System (LMS). Any Novo Nordisk employee who is 'hubbed' in the UK receives the UK Social Policy as a matter of course.

The Policy is very clear that employees' personal social media accounts, including LinkedIn, are within scope and states that:

- Promoting prescription only medicines to the public is prohibited
- Novo Nordisk may be held responsible for an employee's engagement with or dissemination of information via their private social media channels
- Making a direct post or using liking/sharing/commenting functionalities amounts to proactive dissemination of the post by the individual to their followers/connections

It is thus very clear in this Policy that the actions taken by [named employee] in this case were inappropriate. As soon as we were made aware of the repost [named employee] was contacted and instructed to remove the repost from [their] LinkedIn feed. In addition, it appears that one Novo Nordisk UK employee had also "liked" the repost; they were also contacted and unliked the post shortly before the post was removed by [named employee].

With this in mind, we accept that re-posting the announcement by the Financial Times, which contained a link to an article making reference to POMs, amounted to promotion

of these medicines, which was disguised in that regard. We therefore acknowledge a breach of Clause 3.6.

Given that the repost was not intended to be promotional, nor was it targeted at health professionals or other relevant decision makers, we do not consider that it required prior certification and we deny a breach of Clause 8.1 in that regard.

As noted above, Novo Nordisk UK has had in place for some time a Social Media Policy that specifically prohibited the actions taken by [named employee]. Whilst we are disappointed in [their] conduct we do not consider that this amounts to a failure of Novo Nordisk to maintain high standards, and we deny a breach of Clause 5.1 in that regard.”

## **PANEL RULING**

The complaint related to a LinkedIn post by an employee of Novo Nordisk. The employee in question had used the functionality on LinkedIn to ‘repost with your thoughts’ –sharing a post from the Financial Times with their own network and adding their own comment.

Novo Nordisk submitted that the person in question worked in the international team and was not employed by the UK affiliate (Novo Nordisk Ltd) but was based in the UK.

The Panel noted that the employee in question resided in the UK. The Panel thus considered that, on the balance of probabilities, a significant number of the employee’s approximately 1000 followers would be UK residents and therefore the LinkedIn post at issue, had, on the balance of probabilities, been directed towards a UK audience. The Panel considered that the proactive dissemination of information regarding Novo Nordisk’s medicines to a UK audience brought the employee’s activity within the scope of the ABPI Code. Novo Nordisk accepted that the matter was within the scope of the ABPI Code.

It was well established that if an employee’s personal use of social media was found to be in scope of the Code, the company would be held responsible. Any material associated with a social media post, for example a link within it, would be regarded as being part of that post.

The Panel noted that, while the original LinkedIn post by the Financial Times was primarily related to the Novo Nordisk [global senior leader], it included the phrase “... the first game-changing treatments for obesity: Wegovy and diabetes treatment Ozempic.” The post also linked to an article published on the Financial Times website that included positive statements relating to Wegovy and Ozempic, such as:

“Wegovy had shown it could cut the risk of serious cardiac events such as heart attacks by 20 per cent in overweight or obese patients with cardiovascular disease.”

“...the drug was not just a slimming jab, but a powerful preventive tool.”

“Novo Nordisk is running a late-stage trial to see if semaglutide could treat the widespread neurodegenerative disease Alzheimer’s, and external researchers are also intrigued about the potential for the drugs to be used to treat alcohol addiction.”

The Panel considered that the original Financial Times LinkedIn post and the associated article were very positive about Novo Nordisk’s medicines, Wegovy and Ozempic.

The employee's own comment, added when reposting the original Financial Times post, read:

“Blessed to be working for a company led by someone who is influential, innovative in [their] thinking and has carried on the legacy of what Novo Nordisk stands for. Congratulations [named global senior leader] for being FT person of the year. [personal hashtag] #novonordisk”

In the Panel's view, the employee's comment was not in itself promotional for Novo Nordisk's medicines. However, when the employee's re-post was considered as a whole, the product claims within the original Financial Times post and linked article meant that the Novo Nordisk employee's re-post was promotional for Wegovy and Ozempic.

The Panel determined that the UK-based employee's repost would have proactively disseminated promotional material to their LinkedIn connections/followers, which, as acknowledged by Novo Nordisk, included members of the public in the UK. The Panel noted Novo Nordisk's submission that a UK employee had also 'liked' the repost. The Panel considered that a UK employee 'liking' the repost would, on the balance of probabilities, have further disseminated the material to their connections/followers. The Panel noted that the complainant had made no allegation regarding promotion to the public and so made no ruling in this regard.

The Panel considered that the Novo Nordisk employees' connections/followers would, on the balance of probabilities, have included people who met the Code's definition of a health professional, and therefore their activity also promoted Wegovy and Ozempic to health professionals. The promotional material had not been certified and the Panel ruled **a breach of Clause 8.1**.

The Panel noted the complainant's allegation that the LinkedIn post and associated 'like' and 'comments' could be perceived as disguised promotion. The Panel considered that the Code did not require promotional material to be labelled as such; however, promotion must not be disguised. The Panel considered that as the employee's comment, as stated above, was about the Novo Nordisk [global senior leader's] attributes and they were reposting a Financial Times post, it may not have been clear at the outset to their connections/followers that they were in fact disseminating material that was promotional for Novo Nordisk's medicines. The Panel therefore ruled **a breach of Clause 3.6**, as acknowledged by Novo Nordisk.

The Panel noted Novo Nordisk's submission that the employee who reposted the Financial Times post had read and signed the company's UK social media policy earlier that year. From the employee's job title, it appeared to the Panel that they were a senior employee. The Panel had no information before it regarding the Novo Nordisk UK employee who had 'liked' the repost. The Panel noted that the social media policy provided by Novo Nordisk explained that "Making a direct post or using liking/sharing/commenting functionalities amounts to proactive dissemination of the post by the individual to their followers/connections" and, in relation to posts made on a third party's social media channel, instructed employees not to "like, share or comment on any post that mentions: Novo Nordisk product ...". The Panel considered that Novo Nordisk had been let down by the actions of the two employees.

Noting that the senior employee had approximately 1,000 followers, including members of the UK public, it was the opinion of the Panel that they should have taken more care, particularly given the nature of the medicines which would likely attract particular attention.

The Panel noted the strongly positive language (“game-changing”) used within the Financial Times post and the article it linked to and that the article referred to off-label use of Novo Nordisk’s medicines. Although the employees had acted contrary to Novo Nordisk’s social media policy, the company remained responsible for the employees’ actions, and the Panel thus considered that Novo Nordisk had failed to maintain high standards. The Panel ruled **a breach of Clause 5.1.**

**Complaint received      19 December 2023**

**Case completed        14 August 2024**