

**CASE AUTH/3857/11/23**

## **COMPLAINANT v ASTRAZENECA**

**LinkedIn post on Calquence National Summit 2023**

### **CASE SUMMARY**

This case was in relation to an AstraZeneca post on LinkedIn that used prespecified targeting criteria to limit its visibility to health professionals with an interest in haematology.

The post referred to a promotional meeting at AstraZeneca's chronic lymphocytic leukaemia (CLL) national summit. The complainant alleged (among other things) that, by mentioning both the product name (Calquence) and its indication (CLL), the post was promotional for AstraZeneca's prescription only medicine, Calquence (acalabrutinib).

The outcome under the 2021 Code was:

<b>Breach of Clause 5.1</b>	<b>Failing to maintain high standards</b>
<b>Breach of Clause 12.1</b>	<b>Failing to include prescribing information</b>
<b>Breach of Clause 12.3</b>	<b>Failing to include the non-proprietary name of the medicine immediately adjacent to the most prominent display of the brand name</b>
<b>Breach of Clause 12.6</b>	<b>Failing to include a clear, prominent statement as to where prescribing information could be found</b>
<b>Breach of Clause 12.9</b>	<b>Failing to include the prominent adverse event reporting statement</b>
<b>Breach of Clause 12.10</b>	<b>Failing to include a black triangle adjacent to the first mention of the product in digital material</b>
<b>No Breach of Clause 2</b>	<b>Requirement that activities or materials must not bring discredit upon, or reduce confidence in, the pharmaceutical industry</b>
<b>No Breach of Clause 26.1</b>	<b>Requirement to not advertise prescription only medicines to the public</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 AstraZeneca UK Limited was received from an anonymous, contactable complainant who described themselves as a health professional.

### **COMPLAINT**

The complaint wording is reproduced below with some typographical errors corrected:

“A LinkedIn promotional post by AstraZeneca advertising a 'Calquence national summit 2023' was in breach of the ABPI code. The post had a code ([job code provided]) and date (July 2023). The post can be seen at [link to LinkedIn post provided]. The single post was made up of text, an image and wording underneath the image which was a clickthrough link. The text stated this was aimed at UK HCPs. The image on the post had a picture of a nurse and stated 'how to manage your CLL patients case load'. Underneath the image was prominent wording which stated 'Calquence national summit 2023'. As the LinkedIn post mentioned CLL (indication) and Calquence (product) this was a promotional post and therefore should have had mandatory promotional requirements on the post. There was no generic name, no black triangle, no prescribing information link or adverse events information provided. It was not understandable as to why despite the name of the product and indication provided within the post, this was not seen as promotional. In addition, as this post was available on the public domain, members of the public would have been exposed to product promotion. It was crucial that [the] ABPI code was always adhered to in order to maintain self-regulation. Anonymous whistleblowing is important where deviation from code requirements occur and then an independent organisation such as the PMCPA can review. Clauses 12.1, 12.3, 12.6, 12.9, 12.10, 26.1, 5.1 and clause 2 were all in breach.”

When writing to AstraZeneca, the PMCPA asked it to consider the requirements of Clauses 2, 5.1, 12.1, 12.3, 12.6, 12.9, 12.10 and 26.1 of the 2021 Code.

### **ASTRAZENECA'S RESPONSE**

The response from AstraZeneca is reproduced below:

“We are writing to you in response to your letters dated 28th November 2023 and 7th December 2023, concerning a complaint from a healthcare professional with respect to an allegation about a LinkedIn post on the Calquence National Summit.

AstraZeneca takes compliance with the ABPI's Code of Practice for the Pharmaceutical Industry (the 'Code') extremely seriously and is committed to maintaining high standards in relation to all information it provides about its products.

The complainant's allegations can be broken down as follows:

1. Concern that this post was targeted at members of the public and thus product promotion
2. Concern that this was a promotional post and thus lacking (prescribing information) PI, generic name, black triangle, or adverse event (AE) information.

In our response to these allegations, this letter will establish that:

- The post was not targeted to any member of the public, and therefore does not constitute promotion to the public.
- The post was not promotional and thus no mandatory information was required i.e., PI, black triangle, AE information etc.

Following receipt of this complaint and as part of fact finding, we have conducted a thorough investigation.

Our investigations have found that:

1. The screenshot provided in the complaint does not match that of the one which is live on LinkedIn which contains no mention of Calquence National Summit ([screenshot provided] accessed 28 November 2023). Moreover, the screenshot provided in the complaint has comments enabled which differs to the post provided to us by LinkedIn and which was originally certified where comments are disabled.
2. The job code (GB-46761) which was certified, matches that of the LinkedIn post and was certified without any mention of the Calquence National Summit. The text within this post has also not been altered in any way from the certified job bag. As part of our investigations, we also reached out to LinkedIn who confirmed that no changes to the title, text, or click through button have been made since the post went live. In addition, we have confirmed with our agency that no changes to the text of the post have occurred since being certified on 1st August 2023.
3. When the URL provided in the complainant's email is tested on different browsers (Microsoft Edge, Google Chrome, and Safari) the link does not mention Calquence National Summit. Additionally, there is no mention of the Calquence indication nor of the word 'Calquence.'
4. Furthermore, our correspondence with the case preparation manager on December 7th confirmed that when the URL link provided in the complainant's email was clicked on, they are taken to the certified LinkedIn post where there is no mention of Calquence National Summit.

Focusing on the current complaint, we will address each of the complainant's allegations according to the relevant Clauses of the ABPI Code of Practice despite the fact we do not believe there is a case to answer.

Under the ABPI Code of Practice, promotion is defined as being any activity undertaken by a pharmaceutical company which promotes the administration, consumption, prescription, purchase, recommendation, sale, supply, or use of its medicines. As outlined above the LinkedIn post did not mention Calquence, nor make reference to its licensed indication or recommendations in regards to its use therefore, the post does not constitute promotion, and thus there was no need to provide a prescribing information nor include a prominent statement as to where one can be found (Clauses 12.1, 12.6), include non-proprietary name of the medicine as there was no mention of Calquence (Clause 12.3), include an adverse event statement (Clause 12.9), or show an inverted black triangle (Clause 12.10).

The LinkedIn post was targeted so that it was only visible to those who meet all of the prespecified criteria of the LinkedIn algorithm. Only healthcare professionals (HCPs) with whom haematology is a matter of clinical interest or those professionals with an interest in the subject matter of the meeting would be shown the post in their feed.

As outlined above, this post was non-promotional in nature and was only targeted to HCPs in the relevant field. In addition, the post states 'This is a promotional meeting at which AstraZeneca products will be discussed and which is intended for UK Healthcare Professionals only.' This does not constitute advertising to the public: it is clear at the outset that this was intended for HCPs only and there was no exposure of product promotion to members of the public. As an additional measure, clicking on the post opened an additional window where the visitor had to confirm they were a UK HCP before they were taken to the registration page. Therefore, AZ refutes the breach of Clauses 26.1.

Due to the aforementioned points, we firmly deny any allegations relating to the breaches of Clauses 12.1, 12.3, 12.6, 12.9, 12.10, and 26.1 as alleged by the complainant.

AstraZeneca takes social media related activities very seriously and has a policy to ensure such activities are carried out in line with the Code. We have ensured there was a clear delineation for the use of the LinkedIn platform for the public. We have maintained high standards and have not brought the industry into disrepute; therefore, AstraZeneca strongly refutes the breach of Clauses 5.1 and 2 of the Code."

## **PANEL RULING**

This complaint related to an AstraZeneca post on LinkedIn. The post referred to a promotional meeting at AstraZeneca's chronic lymphocytic leukaemia (CLL) national summit.

The complainant alleged that, by mentioning both the product name (Calquence) and its indication (CLL), the post was promotional for AstraZeneca's prescription only medicine (POM), Calquence. The complainant further alleged that the post failed to include the obligatory information required on promotional material: the non-proprietary name of the medicine, a black triangle, the prescribing information, a clear prominent statement as to where the prescribing information can be found, and an adverse events reporting statement. In addition, given it was on LinkedIn, the complainant alleged that this post advertised a POM to the public.

### The content of the LinkedIn post

The complainant provided a link to the LinkedIn post and AstraZeneca provided a copy of the post. Both versions were identical in the following respects:

1. The text of the post:

*"Join [named nurse] at the CLL National Summit 2023 as she draws on personal real-world experience with her Nurse Led Clinic.*

*This is a promotional meeting at which AstraZeneca products will be discussed and which is intended for UK Healthcare Professionals only. Clicking on the link to register will take you to the AstraZeneca registration webpage for this event."*

2. Below that text, there was a 'link preview' image with a photo of the named nurse and a heading in large font: "*LEARN FROM NURSE-LED CLINICS*". Underneath in smaller font was sub-heading: "*How to manage your CLL patient case load*". There was additional text within the image in a smaller font with information about, among other things, the CPD status of the event.

Immediately below the 'link preview' image was the title of the linked webpage (in bold text) and the domain for that webpage (at which users could register for the event). The title of the linked webpage differed in the two versions of the post before the Panel.

On 24 November 2023, the complainant had provided a link to the LinkedIn post, but not a copy of the post itself. However, upon receipt of the complaint, the case preparation manager had followed the PMCPA's usual procedures and taken a screenshot of the LinkedIn post on 27 November 2023, using the URL provided by the complainant. That screenshot showed the title of the linked webpage as "*Calquence National Summit 2023*".

In contrast, the screenshot provided by AstraZeneca in its response to the complaint on 20 December 2023, showed the title of the linked webpage as "*Interested in Nurse led clinics and want to know more?*". The Panel noted AstraZeneca's submission that this was the version of the post that AstraZeneca had certified. AstraZeneca submitted that the version of the post that was live on LinkedIn on the date it received the complaint (28 November 2023) matched the version which it had certified and that this made no mention of "*Calquence National Summit*".

After correspondence with AstraZeneca, the case preparation manager checked the link provided by the complainant again. On 7 December 2023 (13 days after the PMCPA received the complaint), the LinkedIn post no longer included a reference to "*Calquence National Summit*" and appeared to match the version certified by AstraZeneca.

The Panel was not provided with any evidence to explain why the version of the post that was live when the case preparation manager took their original screenshot did not match the version certified by AstraZeneca, nor why it had later changed to reflect the certified version. The Panel accepted that AstraZeneca had carried out a thorough investigation which included contacting LinkedIn to understand what had happened in this case (although the Panel was not provided with a copy of that correspondence). The Panel noted there was no allegation in relation to certification and made no further comment.

The Panel based its ruling on the version of the LinkedIn post in the case preparation manager's screenshot taken on 27 November 2023 because:

1. that screenshot was taken upon receipt of the complaint,
2. the URL provided by the complainant appeared to be a genuine link, given the case preparation manager was able to access the LinkedIn post twice (on 27 November and on 7 December 2023), and
3. the Panel considered the case preparation manager to be impartial in this matter.

As this version of the LinkedIn post included both the brand name, "Calquence", and reference to its indication, "CLL", the Panel concluded that the post was promotional for Calquence.

### Obligatory information required on promotional material (Clause 12)

Having determined that the LinkedIn post was promotional for Calquence, the Panel concluded that the post did not include the following obligatory information:

1. The prescribing information (Clause 12.1).
2. The non-proprietary name of Calquence (Clause 12.3).
3. A clear prominent statement as to where the prescribing information could be found (Clause 12.6).
4. An adverse events reporting statement (Clause 12.9).
5. The black triangle to denote that additional monitoring was required (Clause 12.10).

The Panel therefore **ruled a breach of Clauses 12.1, 12.3, 12.6, 12.9 and 12.10.**

### Clause 26.1

In relation to whether this promotional post also amounted to a breach of Clause 26.1, the Panel acknowledged the submission from AstraZeneca that it had used prespecified targeting criteria within LinkedIn so that the post was only visible to health professionals with an interest in haematology. AstraZeneca had provided the Panel with a copy of the targeting criteria which the Panel accepted was limited to health professionals. Although the complainant alleged that the post was in the public domain, they had provided no evidence to support that allegation. The Panel also noted that the complainant described themselves as a health professional.

The Panel accepted, on the balance of probabilities, that this was a sponsored post that utilised targeting and would not have appeared on the LinkedIn feed of members of the public. The Panel also noted that the text of the post stated clearly that it was advertising a promotional meeting intended for UK health professionals and, in addition, if a user clicked on the link to register, they would be taken to a page with a 'pop-up' that required them to confirm that they were a UK health professional before they could proceed to register for the meeting.

The Panel noted that the complainant bore the burden of proof and considered that they had not established that the LinkedIn post at issue had advertised a prescription only medicine to the public. The Panel therefore **ruled no breach of Clause 26.1.**

### Clause 5.1

The Panel had ruled, above, that the promotional LinkedIn post did not meet a number of important requirements under Clause 12 of the Code. These included important safety requirements, such as the prescribing information, the adverse events reporting statement and the black triangle. On that basis, the Panel considered that there had been a failure to maintain high standards and **ruled a breach of Clause 5.1.**

### Clause 2

The Panel acknowledged that Clause 2 was used as a sign of particular censure and was reserved for such use. The Panel took account of the fact that:

1. the obligatory information requirements were met on the registration webpage for the event (to which the LinkedIn post directed users), and

2. other than including the medicine's name and indication, no other promotional claims were made within the content of the LinkedIn post.

The Panel considered that its rulings of breaches of the above clauses were sufficient in this case and that it was not a matter which brought discredit upon, or reduced confidence in, the pharmaceutical industry, and consequently **ruled no breach of Clause 2.**

**Complaint received**      **24 November 2023**

**Case completed**        **10 February 2025**