ANKENÆVNET

AN-2022-1365, Sponsorat, beløbsloft for bespisning, tastefejl

Ankenævnets sagsnr.:	AN-2022-1365
Afgørelsesdato:	27. april 2022
Ankenævn:	Strange Beck (formand), Lars Almblom, og Sisse Rye Ostrowski
Anke af afgørelse:	Granskningsmandspanelets afgørelse af 7. marts 2022 i sag Ad-2022-0391
Klageemne:	Sponsorat, beløbsloft for bespisning, tastefejl, Reklamekodeks § 13, stk. 8
Anket af:	Eli Lilly Danmark A/S, Lyskær 3E, 2730 Herlev, (”Lilly”)

Denne sag vedrører Lillys anmodning om Ankenævnets stillingtagen til Granskningsmandspanelets afgørelse af 7. marts 2022 i relation til spørgsmålet om, hvorvidt virksomheden har overtrådt Reklamekodeks § 13, stk. 8 i forbindelse med anmeldelse af sponsorat.

Sagens omstændigheder

Den 1. februar 2022 anmelder Lilly et sponsorat af sundhedspersoners deltagelse i ”European Congress of Rheumatology (”EULAR”) 2022. Kongressen afholdes i dagene 1.- 4. juni 2022.

I anmeldelsen anfører Lilly et beløb på 750 kr. pr. deltager til dækning af udgifter ved middags-

arrangement, uanset beløbsloftet for bespisning er sat til 700 kr. Da Granskningsmandspanelet tager sagen op til kontrol, oplyser Lilly i et høringssvar af 4. marts 2022, at anførelsen af beløbet på 750 kr. beror på en fejl, da det var hensigten at angive et beløb på 700 kr. i overensstemmelse med de gældende regler. Lilly understøtter disse oplysninger blandt andet med henvisning til virksomhedens interne regler og procedurer samt kommunikation med Lillys booking agent og dennes e-mailkorrespondance med restauranten af 23. februar 2022.

I afgørelsen af 7. marts 2022 henviser Granskningsmandspanelet navnlig til, at det er de faktiske forhold på tidspunktet for anmeldelsen, der er udgangspunktet for vurderingen af om reglerne er overholdt. Lægemiddelvirksomheder kan ikke undervejs i sagsbehandlingen ændre på et anmeldt materiale og derigennem bringe det i overensstemmelse med reglerne for at undgå en sanktion. Denne forståelse er tiltrådt af Ankenævnet den 23. november 2011 i sagerne AN-2011-1927 og AN-2011-1480. Ankenævnet har i sag AN-2018-0650 præciseret, at der skal være adgang til at rette tastefejl i løbet af den arbejdsdag, hvor anmeldelsen foretages, jf. Vejledningen til Reklamekodeks § 21, stk. 4. På denne baggrund finder Granskningsmandspanelet, at Lilly har overtrådt Reklamekodeks § 13, stk. 8. Virksomheden pålægges at ændre arrangementet, så det bringes i overensstemmelse med reglerne. Desuden pålægges Lilly en bøde på 30.000 kr. + moms, jf. Sanktions- og gebyrregulativ for ENLI § 5, litra c.

Den 1. april 2022 anker Lilly Granskningsmandspanelets afgørelse af 7. marts 2022.

Ankenævnet har anmodet Granskningsmandspanelet om at fremkomme med eventuelle bemærkninger og supplerende oplysninger i forbindelse med anken. Granskningsmandspanelet har fremsendt sine bemærkninger ved brev af 8. april 2022.

Lillys anbringender

Lilly gør i anken af 1. april 2022 navnlig følgende gældende:

- Before developing its appeal in more detail, Lilly is of the view that the Decision is incorrect because Granskningsmandspanelet has erroneously applied Section 13.08 of the Promotion Code. A breach of Section 13.08 presupposes that an offering or provision of a dinner over the permitted limit must have concretely taken place. As developed below, Lilly has never had any intent to offer or provide any dinner over the permitted limit and no such offering or provision has taken place. A fault entry under a separate administrative reporting requirement under Section 21.04 does not change this fact and cannot be used to conclude that Lilly has offered or provider a dinner over the permitted limit in breach of Section 13.08. In any event, Lilly has

submitted such sufficient documentation that clearly shows that the reported amount was a fault entry. It should already now be noted that Granskningsmandspanelet explicitly states in the Decision that "[…] *Eli Lilly ikke har haft til hensigt, at bespisning skal ske til en pris, der ligger over bespisningsloftet*" (page 5, paragraph 3 of the Decision). It is thus clearly ascertained and undisputed in this matter that Lilly did not have any intention to provide a dinner exceeding the permitted limit and that any offering or provision of a dinner exceeding the permitted amount has therefore not been made. For these reasons, Lilly cannot be in breach of Section 13.08.

- In its Decision, Granskningsmandspanelet concluded that Lilly has breached Section 13.08 of the Promotion Code. In relation to the issued fine, reference is made to Section 5 c) of the Penalties and Fees Regulation. According to Lilly, the Decision is erroneous because there is no legal basis to apply Section 13.08 nor Section 5 c). Section 13.08 states that "*Companies must not provide or offer meals (food and beverages) to healthcare professionals, except in those cases where the value of such meal does not exceed one of the following monetary thresholds: […] DKK 700 for dinner*" (our emphasis). The wording of this section thus clearly indicates that a company cannot *provide* or *offer* a meal over the permitted limit. In other words, to breach this provision, any actual provision or offering of dinner must have concretely taken place. Section 5 c) of the Penalties and Fees Regulation states that "*Examples of cases leading to a fine in the range of DKK 30,000.-DKK 50,000, include […] Payment for hospitality that exceeds a reasonable level […]*" (our emphasis). Also in this respect, the provision does not suggest anything other than that it presupposes that the payment actually has been concretely performed. In summary, Section 13.08 of the Promotion Code and Section 5 c) of the Penalties and Fees Regulation cannot be interpreted in any other way than that it specifically requires that *a specific event or an action has been performed*. It is thus clear that the aforementioned provisions are not applicable in this matter. It is undisputed that Lilly, at the time of the notification, did not have any intention to provide or offer a dinner of 750 DKK and that no such offering or provision has been made. It would also never have been possible to provide a dinner above 700 DKK because had there been an attempt to provide hospitality outside of the monetary limits, Lilly's internal processes and systems would have identified this prior to any offering or provision. Accordingly, already on the basis that Lilly has not offered or provided a dinner, it follows from the clear wording of Section 13.08 of the Promotion Code that Lilly cannot be in breach.

- There is no scope to extend the applicability of the aforementioned provisions to an event or action that has not occurred. Nevertheless, the result of the Decision is that Lilly has been found in breach of something that has not occurred. In Lilly's view, this would not be in line with established principles entailing that any violation must be based on a clear and unambiguous language as well as that any provisions must not be extensively interpreted to the respondent's detriment, especially when applied to financial obligations. However, when concluding that Lilly has breached Section 13.08 of the Promotion Code, Granskningsmandspanelet refers to Section 21.04 of the Promotion Code. The following is stated in this section: "*Com-*

panies are obligated to file a report online via: www.enli.dk using a standard report form. The company is obligated to ensure that the report is fully enlightened, and that all relevant documentation is submitted." Section 21.04 is a separate administrative requirement which obligate companies to report certain activities to ENLI. Also in this respect, there is no clear and unambiguous wording which suggests that non-compliance with this section automatically constitutes a breach of Section 13.08, which at all times presupposes that an offering or provision of a dinner actually has occurred. There is nothing in this section that suggests such extensive interpretation.

- Granskningsmandspanelet does, however, refer to the Guidance of Section 21.04 and highlights, *inter alia*, that it is the notified documentation that is examined and that assessment for compliance with the rules is therefore based on the actual circumstances at the time of reporting. In Lilly's view, this guidance cannot be extended to mean that a company is bound by a reported amount, in particular in a case where the reported amount by no means have been concretely planned, offered nor provided. The Guidance refers primarily to the case law of the Board of Appeal, namely AN-2011-1927 and AN-2011-1480. These cases related to the notification of concrete advertising material, i.e. such material that has been prepared and finalized for use and publication. This is not the case in this matter where it has been ascertained that the *actual circumstance* at the time of the notification was that there was no concrete intention to provide hospitality exceeding the permitted amount and where there has not been any booking or any promise to provide hospitality above the monetary limit. In any event, there is still no basis in Section 21.04 nor in the related Guidance, that gives Granskningsmandspanelet the authorization to find Lilly in breach of Section 13.08 as elaborated above. This is a matter which concerns an administrative reporting error and not a matter where Lilly has offered or provided a dinner of 750 DKK. Accordingly, there is no basis to conclude that any incompliance with the reporting requirement set out in Section 21.04 also equals a breach of a completely other Section 13.08 which pre-supposes that Lilly actually has offered or provided a meal over the exceeded the limit.

- The practical consequence of the Decision is that Lilly is automatically found in breach and issued a fine even though it has been ascertained that Lilly had no intention to offer or provide a dinner of 750 DKK. Such offer or provision would also never occur, even if a random check by ENLI had not been carried out. The consequence of the Decision is also that a fault entry of an amount is sanctioned considerably stricter compared to if a company would forget, or even intentionally disregard, to report the same activity (c.f. Article 2.1 of the Penalties and Fees Regulation). Moreover, the consequence is also that a mere fault amount entry with no intention or concrete plans to offer or provide such amount is sanctioned in the same way as other far more major breaches under the Promotional Code, such as severe breaches concerning medical information and other breaches of rules for objectivity (c.f. Article 4.1 e) and f) of the Penalties and Fees Regulation). Such extensive and uncertain application without any clear and unambiguous basis cannot be the purpose of ENLI's sanctioned-imposed rules.

- Irrespective of the question around the applicability of Section 13.08 and/or 21.04 of the Promotion Code, Lilly is of the view that the submitted documentation nevertheless supports the fact that the reported amount was a fault entry which entails that Lilly should in any event not be found in breach of Section 13.08. Granskningsmandspanelet refers to the Guidance to Section 21.04 in which it is stated that "*The day after notification has been made, the information is thus binding on the event of the case in a randomized sample check and any error can only be accepted if it can be documented that it is a fault entry, etc*" (our emphasis). Accordingly, the main question to be assessed is whether the documentation is sufficient to show that the value insertion of 750 DKK was a fault entry.

- It should firstly be stated that Granskningsmandspanelet explicitly notes in the Decision that "*Eli Lilly ikke har haft til hensigt, at bespisning skal ske til en pris, der ligger over bespisningsloftet*" (see page 5, paragraph 3 in the Decision). Based on this explicit statement, it is clear that Granskningsmandspanelet has reviewed the submitted documentation and concluded that Lilly never had any intention to insert 750 DKK. The only conclusion that can be made from this is that it was, per definition, an unintended error and thereby a fault entry when 750 DKK was inserted. Despite the fact that it is ascertained and undisputed that Lilly, at the time of the notification, did not have any intention to provide a dinner of 750 DKK, Granskningsmandspanelet subsequently concludes that Lilly nevertheless has breached Section 13.08. It should not be possible to arrive to this outcome based on the previous conclusion that Lilly had no intent to insert 750 DKK.

- It appears that Granskningsmandspanelet has taken a very formal and narrow position entailing that the documentation is not qualified enough to nevertheless discharge Lilly from liability. It seems that Granskningsmandspanelet only would accept documentation comprising of e.g. mail correspondence or other records showing an actual ordering of meals which would specify the correct amount (c.f. page 5 of the Decision). This evidentiary requirement that Granskningsmandspanelet applies is not realistic when notifications are made so early in advance before the planned activity. It is common practice that notifications to ENLI of sponsorships to congresses etc. are made several months before agreements with participants and organizers are finalized and before any dinner arrangements are confirmed. With the applied evidentiary requirement, a company would encounter major difficulties to produce the required evidence, while that company is not to blame for these difficulties, because the documentation Granskningsmandspanelet is requiring would never exist at the time of the notification. This would make it hopeless for a company to oppose a mere fault entry and this cannot be the purpose of the ENLI rules.

- When assessing the actual and overall documentation that has been submitted in this matter, it is Lilly's view that it clearly shows that the intention was to *not* insert an amount of 750 DKK and thus, that it is a matter of a fault entry. This has already been acknowledged by

Granskningsmandspanelet as mentioned above. The documentation also shows that it would never have been possible in this matter to offer a dinner exceeding the permitted limit of 700 DKK.

- As mentioned in its response, Lilly has implemented internal policies and standard operating procedures which employees are frequently trained on. Lilly's procedure "Providing Meals or Hospitality", attached as Appendix 1 to the response, sets out a maximum level of 700 DKK and it was last updated 15 August 2021 (i.e. before the notification). All employees are required to consult and adhere to this procedure before any sponsorship event. In Lilly's view, this documentation clearly indicates that the intention was to insert an amount of 700 DKK and it would also clearly prevent any hospitality from exceeding this limit.

- The strict requirement to not exceed the permitted limit is also consistently communicated with Lilly's external partners. In this respect, Lilly refers to paragraph 5 of its response and to the excerpt from Lilly's existing booking agent agreement in which the agent explicitly undertakes to comply with the Promotion Code which includes the hospitality limits. Accordingly, any dinner booking above the permitted limit would never have been made by the booking agent. The dinner arrangements came to be planned first in the end of February wherein the booking agent explicitly took the 700 DKK limit into account when searching for available venues (please see paragraph 7 of Lilly's response).

- From the submitted documentation, Lilly has been able to show throughout the whole process, from its procedures to actual booking, that the intention was to insert an amount of 700 DKK and thus, that the value of 750 DKK was due to a fault entry. As Lilly already emphasized, the Board of Appeal concluded in case AN-2018-0650 that it was a typing error based on exactly the same documentation that Lilly has provided in this current matter. Lilly sees no reason for why the Board of Appeal should come to a different conclusion. It is noted, however, that Granskningsmandspanelet seems to argue that case AN-2018-0650 is not relevant because Granskningsmandspanelet's remark was sent on the same day as the reporting was made. Lilly does not agree with Granskningsmandspanelet's considerations in this respect. In case AN-2018-0650, the Board of Appeal did in fact conclude that it was a typing error (Dk. *tastefejl*) based on the submitted documentation: "*Under hensyntagen til sagens konkrete omstændigheder, herunder at der efter det oplyste er tale om en tastefejl fra MDSs side […]*" (our emphasis). As far as Lilly understands, the Board of Appeal did in fact separately assess the submitted documentation and concluded that it was a typing error. The timing of the notification is a separate question and has no bearing on the material and objective assessment of a typing error. As Granskningsmandspanelet points out, "*[…] er de anmeldte oplysninger bindende dagen efter anmeldelse er foretaget, medmindre det konkret kan dokumenteres, at der er tale om en fejlindtastning*" (our emphasis). As asserted above, Lilly has clearly established that it was a fault entry.

Granskningsmandspanelets anbringender

Granskningsmandspanelet gør i høringssvar af 8. april 2022 navnlig følgende gældende:

- Granskningsmandspanelet henholder sig til bemærkningerne i afgørelsen af 7. marts 2022 og skal nedenfor komme med supplerende bemærkninger i sagen.

- Af Reklamekodeks § 13, stk. 8, fremgår følgende:*"Virksomhederne må ikke give eller tilbyde måltider (mad og drikkevarer) til sundhedspersoner, undtagen i de tilfælde, hvor værdien af sådanne måltider ikke overstiger et af følgende beløbslofter: 400 kr. for frokost,* ***700 kr. for middag*** *eller 1.200 kr. for bespisning ved heldagsmøder/konferencer mv. De nævnte beløbslofter gælder for måltider i Danmark. Ved måltider i andre europæiske lande gælder de beløbslofter, der er fastsat herfor af lægemiddelbrancheorganisationerne i disse lande."* [Fremhævet her]

Af Vejledningen til Reklamekodeks § 13, stk. 8, fremgår følgende: *"Lif har med vedtagelsen tilkendegivet, at:* ***Beløbsloftet er entydigt****. Dvs. priser over dette niveau tillades ikke, mens priser under dette niveau altid tillades (under forudsætning af, at kravet om et arrangement med minimum 2 timers fagligt indhold i øvrigt er overholdt). Beløbslofterne er inklusiv drikkevarer, moms og evt. drikkepenge."* [Fremhævet her]

Af Vejledningen til Reklamekodeks § 21, stk. 4, fremgår følgende: *"Det følger af ENLI's sagsbehandlingsregler, at det er* ***den anmeldte dokumentation****, der efterprøves.* ***Det vil således være de faktiske forhold på tidspunktet for anmeldelsen, der er udgangspunktet for en vurdering af, om regelsættet er overholdt.*** *Virksomheden skal derfor på forespørgsel fra ENLI kunne dokumentere, at de pågældende forhold ligger* ***forud*** *for anmeldelsen til ENLI. Det betyder også, at lægemiddelvirksomheden ikke undervejs i sagsbehandlingen kan ændre på et anmeldt materiale og derigennem bringe det i overensstemmelse med regelsættet for derved at undgå en sanktion. Denne forståelse er tiltrådt af Ankenævnet den 23. november 2011 med afgørelserne i AN-2011-1927 samt AN-2011-1480. Forståelsen er endvidere bekræftet af Ankenævnet i AN-2018-0650: "Ankenævnet kan tilslutte sig, at det er de anmeldte forhold, der er genstand for vurdering. Dette er et grundlæggende element i ENLIs selvjustitssystem, jf. Ankenævnets afgørelser i AN-2011-1927 og AN-2011-1480, og de udtrykkelige bemærkninger herom i Vejledningen til Reklamekodeks § 21, stk. 4, som yderligere indskærpet i Nyhedsbrev af 21. december 2016." Ankenævnet udtalte dog i samme sag, at man generelt finder, at "lægemiddelvirksomheder skal have adgang til at rette tastefejl i anmeldelser til ENLI i løbet af den arbejdsdag, hvor anmeldelsen foretages uden at ifalde sanktioner.* ***Adgangen til at rette tastefejl på anmeldelsesdagen skal gælde uden krav om dokumentation for tastefejlen."*** *Lægemiddelvirksomhederne har således mulighed for at ændre fejl i deres anmeldelse til ENLI, ved - inden for samme dag som anmeldelsen er foretaget - at ændre i anmeldelsesoplysningerne. Ændringer til*

anmeldelser kan som altid sendes til sekretariat@enli.dk med henvisning til den relevante sag. ***Dagen efter anmeldelse er foretaget, er oplysningerne således bindende*** *ved en eventuel udtagelse af sagen i en stikprøvekontrol, og en eventuel fejl vil kun kunne tillægges vægt,* ***hvis det konkret kan dokumenteres, at der er tale om en fejlindtastning*** *mv."* (Fremhævet her)

- Lilly har anført i ankeskrivelsen, at en virksomhed ikke er bundet af det angivne beløb på anmeldelsestidspunktet, da beløbet på dette tidspunkt, hverken er konkret planlagt, tilbudt eller givet. Granskningsmandspanelet er opmærksom på, at det kan være vanskeligt at dokumentere overholdelse af forplejningsbeløb i arrangement- og sponsoratsager, da disse ofte anmeldes lang tid før de afholdes, hvorfor der ofte på dette tidspunkt ikke er foretaget en konkret bestilling af forplejning. Dette dokumentationskrav findes dog nødvendigt, da det ellers ville være umuligt for Granskningsmandspanelet at håndhæve reglerne i Reklamekodeks, da det ikke er muligt at bevisvurdere, hvorvidt virksomheden var klar over fejlen og under alle omstændigheder ville overholde reglen til det givne arrangement, eller om de netop havde til hensigt at gennemføre arrangementet på den anmeldte måde. Derfor fremgår det af Reklamekodeks og Vejledningen hertil, at det er virksomhedens pligt at sikre, at sagen er fuldt (og dermed korrekt) oplyst på anmeldelsestidspunktet – og dermed indeholder oplysninger om, hvad virksomheden har til hensigt at tilbyde sundhedspersoner. Supplerende henvises til Ankenævnets afgørelse i AN-2018-0650, hvoraf følgende fremgår: *"Ankenævnet kan tilslutte sig, at det er de anmeldte forhold, der er genstand for vurdering. Dette er et grundlæggende element i ENLIs selvjustitssystem, jf. Ankenævnets afgørelser i AN-2011-1927 og AN-2011-1480, og de udtrykkelige bemærkninger herom i Vejledningen til Reklamekodeks § 21, stk. 4., som yderligere indskærpet i Nyhedsbrev af 21. december 2016."*

- Lilly har yderligere anført i, at der er fremsendt tilstrækkelig dokumentation for, at angivelsen af det anmeldte beløb til forplejning på kr. 750, beror på en tastefejl. Der henvises til Ankenævnets afgørelse i sag AN-2018-0650, hvoraf følgende fremgår: *"Generelt finder Ankenævnet, at lægemiddelvirksomheder skal have adgang til at rette tastefejl i anmeldelser til ENLI i løbet af den arbejdsdag, hvor anmeldelsen foretages uden at ifalde sanktioner. Adgangen til at rette tastefejl på anmeldelsesdagen skal gælde uden krav om dokumentation for tastefejlen."* Granskningsmandspanelet fastholder, at det anmeldte beløb til bespisning, er i strid med Reklamekodeks § 13, stk. 8. Som det fremgår af ovennævnte henvisning til Vejledningen til Reklamekodeks § 21, stk. 4, samt henvisningen til Ankenævnets afgørelse, er de anmeldte beløb til bespisning bindende, medmindre virksomheden konkret kan dokumentere en eventuel tastefejl. Virksomheden kan fremlægge dokumentation for, at beløbsloftet var overholdt forud for anmeldelsen til ENLI. For at denne dokumentation anses for tilstrækkelig, skal det godtgøres, at korrespondancen eller anden dokumentation hidrører fra tiden før anmeldelse til ENLI. Lilly har som dokumentation angivet en e-mailkorrespondance mellem Lilly og en restaurant dateret den 23. februar 2022. Imidlertid anmeldte Lilly arrangementet den 1. februar 2022. Dermed er det ikke dokumenteret, at beløbsloftet er overholdt forud for anmeldelsen til ENLI.

- Lilly finder endvidere ikke, at Granskningsmandspanelet har benyttet den rette hjemmel i forbindelse med fastsættelse af sanktionen. Granskningsmandspanelet fastholder, at § 5, litra c) i Sanktions- og gebyrregulativ for ENLI er rette hjemmel, da der er tale om overtrædelse af regler vedrørende forplejning. Da sanktionen for en sådan overtrædelse ligger i intervallet mellem kr. 30.000 og kr. 50.000, har Granskningsmandspanelet valgt laveste bødeniveau ud fra intervallet i overensstemmelse med tidligere praksis.

Ankenævnets bemærkninger og konklusion

Det følger af ENLIs sagsbehandlingsregler, jf. Vejledningen til Reklamekodeks § 21, stk. 4, at det er den anmeldte dokumentation, der efterprøves. Det vil således være de faktiske forhold på tidspunktet for anmeldelsen, der er udgangspunktet for en vurdering af, om regelsættet er overholdt. Virksomheden skal derfor på forespørgsel fra ENLI kunne dokumentere, at de forhold, man måtte påberåbe sig, ligger forud for anmeldelsen til ENLI.

ENLIs krav om dokumentation for, at en virksomhed på anmeldelsestidspunktet, på trods af en mulig tastefejl, havde til hensigt at overholde beløbsgrænsen for bespisning er nødvendigt, da det ellers ikke vil være muligt for ENLI at vurdere, hvorvidt virksomheden rent faktisk havde til hensigt at overholde beløbsgrænsen til det pågældende arrangement. Det præciseres derfor i Reklamekodeks og Vejledningen hertil, at det er virksomhedens pligt at sikre sagen fuldt oplyst på anmeldelsestidspunktet, herunder med oplysninger om, hvilken forplejning virksomheden har til hensigt at tilbyde deltagerne. For ENLIs selvjustitssystem er dette et centralt element, jf. Ankenævnets afgørelser i AN-2011-1927, AN-2011-1480 og AN-2018-0650. ENLIs praksis på dette område er velkendt i ENLIs medlemskreds, både gennem offentliggørelsen af ovennævnte afgørelser, den detaljerede beskrivelse i Vejledningen og omtalen i ENLIs nyhedsbreve. For så vidt angår eventuelle tastefejl har lægemiddelvirksomhederne som bekendt mulighed for at foretage rettelser samme dag som anmeldelsen finder sted uden at ifalde sanktioner, jf. AN-2018-0650.

Ankenævnet finder ikke, at Lilly har fremlagt den fornødne dokumentation for, at virksomheden på anmeldelsestidspunktet havde til hensigt at overholde beløbsloftet for bespisning af sundhedspersoner, jf. Reklamekodeks § 13, stk. 8. Det centrale materiale, e-mailkorrespondancen mellem bookingagenten og restauranten, finder sted mere end tre uger efter anmeldelsestidspunktet - og mere end en uge efter Lillys modtagelse af brev fra ENLI vedrørende sagen.

Ankenævnet kan tilslutte sig, at § 5, litra c) i Sanktions- og gebyrregulativ for ENLI er rette hjemmel, ligesom det af Granskningsmandspanelet fastsatte bødeniveau er i overensstemmelse med hidtidig praksis.

Ankenævnets afgørelse

Granskningsmandspanelets afgørelse af 7. marts 2022 stadfæstes.

Lilly pålægges en bøde på 30.000 kr. + moms for overtrædelse af Reklamekodeks § 13, stk. 8, jf. Sanktions- og gebyrregulativ for ENLI § 5, litra c.

Lilly skal desuden betale et gebyr på 6.000 kr. + moms, jf. Sanktions- og gebyrregulativ for ENLI § 7, stk. 8.