

AIMCO

Australian Influencer Marketing Council

Australian Influencer Marketing **Code of Practice**

August 11, 2021

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About AiMCO

Australian Influencer Marketing Council (AiMCO) is an alliance of companies and professionals from across the influencer marketing community providing leadership to guide the industry on best practice in order to establish a baseline of accepted practices when engaging in influencer marketing.

Its aim is to foster a united voice of industry professionals to elevate industry trust and transparency, provide guidance, knowledge and advocacy to this thriving marketing sector.

AiMCO's Guiding Council is the guiding arm of the body and through it's Best Practice Working Group covers the ongoing development of the Influencer Marketing Code of Practice to be implemented across the industry.

Our Code of Practice?

The Code of Practice has been created to elevate best practice across the influencer marketing community, protecting all concerned from reputational risk and legal action by not complying with Australian Consumer Law (ACL).

The AiMCO Code of Practice has been developed from the feedback, information and discussions that have taken place across the influencer marketing ecosystem.

AiMCO Members

AiMCO's membership includes both corporate and content creator memberships.

Corporate members are businesses and professional individuals from major advertising brands, media and creative agencies, talent representation, social and media marketing agencies, discovery platforms and industry providers such as legal firms.

Find out who is a member of AiMCO on our [Community Page](#).

AiMCO Principles

The members of AiMCO have established the following principles to guide their actions:

1. Transparency and accountability

Commitment to transparency and accountability to engender marketer confidence and trust.

2. Industry best practice

Advocate best practice through developing industry agreed standards.

3. Industry leadership

Champion industry awareness and education to support effective influencer marketing campaigns.

AiMCO's structure

AiMCO is a division of the Audited Media Association of Australia, a not-for-profit industry association registered with ASIC as a 'Company Limited by Guarantee' ACN 163 161 402.

AiMCO was formally founded under the Audited Media Association of Australia (AMAA) in September 2019 to develop best practice codes and other industry initiatives.

AiMCO has an elected Guiding Council and industry committees to administer the Code of Practice and other activities. Any company or person engaged in the influencer marketing sector is able to become a member of AiMCO and contribute to it's work.

Contact **AiMCO** info@aimco.org.au or visit www.AiMCO.org.au.

Australian Best Practice

The AiMCO Code of Practice recognises and aligns with the codes and standards of other relevant industry bodies, for example the Australian Association of National Advertisers (AANA) Codes of Practice.

Responsibility and risk

Adherence to [Australian Consumer Law](#) (ACL) is the responsibility of all engaged in influencer marketing. The legal requirements apply equally to all involved (particularly creators, talent managers / agencies and brands) and is overseen by the Australian Competition and Consumer Commission (ACCC) in regulatory enforcement action.

AiMCO provides best practice guidance to protect from the:

- risk of reputational damage / negative publicity;
- exposure to complaints through Ad Standards Australia;
- loss of valuable social media accounts through a breach of the relevant platform terms of service;
- fines and regulatory action from the ACCC; and
- legal action by third parties.

Risk mitigation is important for all participants in this industry.

Recognising legal frameworks

In developing the Code of Practice recognition is given to the need for the industry to consistently address the legal requirements relating to advertising under ACL and its enforcement through the Australian Competition and Consumer Commission (ACCC).

What is the Code of Practice?

The Code of Practice provides guidance to any business engaging in influencer marketing. Areas covered include:

- Transparency regarding influencer vetting practices;
- Brand safety considerations;
- Advertising disclosure recommendations to meet Australian Consumer Law;
- Ensuring appropriate briefs and contracts;
- Importance of including content rights/IP within contracts; and
- Metrics and reporting transparency.

Who does the Code of Practice apply to?

The intention of the Code is to provide best practice guidance to the industry, introduce greater consistency around language and behaviours and guide all engaged in influencer marketing on best practice.

The Code is relevant for anyone working in the Australian influencer marketing sector including:

- Talent representatives and managers;
- Industry marketplaces that provide platforms that promote influencers;
- Media and PR agencies;
- Advertisers/Brands engaging industry participants for influencer marketing;
- Influencers and content creators; and
- All other providers of service to the influencer marketing community

The Australian Influencer Marketing Code of Practice

The members of AiMCO have determined the following actions as best practice for any company engaging in influencer marketing in order to support greater accountability and transparency. Please refer to page 15 for specific definitions pertaining to this Code.

1. Influencer selection and qualification – vetting

This section supports best practice with regard to influencer selection and qualification, otherwise described as ‘vetting’ an influencer.

Influencer vetting occurs in two main ways:

- General vetting – occurs when an influencer is first contracted or engaged for representation by a talent agent or other company that presents talent to media agencies or marketers; and
- Client brief vetting – vetting that takes place in response to a specific brief and involves more specific requirements from the brand relating to brand safety, competitors etc.

Important Notes:

- The vetting of an influencer will change depending on the nature of the engagement and the type of business completing the vetting;
- General vetting may not always be disclosed in detail for every engagement whilst client specific vetting will vary by engagement, client and contract;
- Companies representing influencers may complete their own general vetting, this may occur when talent is first engaged and will be separate from any other vetting;
- Vetting will occur for a specific identified handle/social media account which is being contracted, the influencer may have several social media accounts;
- The responsibility for vetting, including the social media account/handle and details of what is to be vetted, should be raised and clarified between client, talent manager and any others engaged in the brief;
- Ideally, responsibility should be documented; and
- To be determined on a case by case basis.

1.1 There must be disclosure when no vetting of the influencer has been undertaken.

1.2 General vetting

The following represent best practice general vetting actions that can be undertaken. The timing and amount of vetting would be determined on a case by case basis, with declaration of:

- Date and timeframe of vetting;
- Understanding of source of data ie first, second or third party
- Age validation process (where relevant);
- Disclosure of the date and timeframe that vetting occurs eg 6 mths, 12 mths, 2 yrs
- Review of recent past posts and detail of what was checked
- Audience and demographic checking - for engagement relevance, including:
 - Australian audience numbers;
 - Geographical breakdown provided - region/country
 - Demographic data source
 - Average reach
 - Disclosure of all calculated metrics

- Audience quality vetting and checking for suspicious activity and engagement, including detail of the process and tools used;
- If the influencer or the party billing has an ABN;
- If the influencer has a business (or creator) profile account with the platform(s) where available;
- Brand safety checks for audience quality, suspicious activity (engagement) – including detail of the process and tools used, discovery and any ongoing review.

When audience data is presented the standard calls for transparency of any calculated metrics and as a preference for reporting of whole numbers, however percentages are acceptable provided the whole number can be determined.

Metrics are covered in section 4.

1.3 Client specific vetting

In addition to general vetting the following represent best practice vetting dependent on the brief, with timing and amount of vetting determined on a case by case basis:

- Check of prior brand relationships and when engaged;
- Vetting for Brand Safety scope based on the Brief including past brand relationships, brand conflicts, checking against relevant industry codes or other age parameters
- Disclosure of tools used to support the vetting (first party, third party or proprietary) and;
- Any other specific client requests.

2. Advertising disclosure

This section of the code outlines best practice relating to advertising disclosure pertaining to influencer content. The intention is to deliver transparency in order to increase trust and confidence in influencer marketing. Likewise, it is to ensure greater trust and confidence between contracting parties.

This segment will be updated on a regular basis as disclosure requirements or practices change based on platform changes, relevant platform terms of service alterations, amendments or updates to the AANA Code of Ethics, decisions made by Ad Standards providing further insight into their interpretation of the Code of Ethics and prevailing community standards, regulatory enforcement action taken by the ACCC, changes to legal precedent and other Australian legal requirements and considerations.

2.1 Why is disclosure important?

Advertising must be in line with Australian Consumer Law ([ACL](#)). There are two fundamental rules relating to advertising:

- You must not engage in conduct that is likely to mislead or deceive;
- You must not make false or misleading claims or statements.

Companies advertising to Australian consumers must always comply with Australian Consumer Law (ACL); the guidance provided in this document does not supersede or replace Australian legal requirements.

In establishing these guidelines, AiMCO have looked to the Australian Association of National Advertisers (AANA) best practice [Code of Ethics](#).

The AANA current recommended advertising disclosure is in line with the UK and US to declare advertising, with words or hashtags #Ad or #Sponsored in relevant platforms or identified verbally in video formats.

By declaring brand associations both paid, gifted and affiliate marketing engagements Australia comes into alignment with the UK and US where advertising declaration has been addressed by The Competition and Markets Authority (CMA), The Advertising Standards Authority (ASA) and Committee of Advertising Practice (CAP) in the UK and the Federal Trade Commission (FTC) in the USA. Refer to Resources Page 17 for Global Best Practice.

2.2 Advertising oversight and complaints process

The AANA Codes¹ apply to advertising and marketing communications where two key criteria are met:

- Does the marketer have a reasonable degree of control over the material?; and
- Does the material draw the attention of the public in a manner calculated to promote the product or service?

Material may originate to provide information to stakeholder groups such as media, investors or government and not be covered by the Codes. However, once it is targeted directly at consumers or the public in a way that is calculated to promote a service or product and in circumstances where the brand owner retains reasonable control over the material, then the Codes would apply. Contextually targeted branded content, integrated content, native advertising – that is, material which seeks to provide content generated by brands which does not look out of place in the habitat within which it is being viewed, heard or experienced – is included within the definition of advertising.

[Ad Standards Australia](#) administers a national system of advertising self-regulation. The self-regulation system recognises that advertisers share a common interest in promoting consumer confidence in and respect for general standards of advertising. The body reviews complaints lodged by consumers through a [Community Panel](#) and issues [case findings](#) on a regular basis. The Community Panel is not bound by precedence, however states that they strive for consistency in their decisions.

All reviews consider the case from a consumer's standpoint and will review the post as a whole to determine if the advertising is clearly distinguishable, from image, headline, caption and hashtags, or video or audio files.

Ad Standards Reported Community Cases can be viewed [here](#)

2.2a. Advertising Complaints Process

When reviewing complaints, the industry self-regulatory body Ad Standards Australia use a Community Panel to adjudicate. Complaints can be lodged through the Ad Standards [online portal](#). The complaints process can be viewed [here](#).

2.2b. Reasonable Degree of Control

The question of whether a marketer has a reasonable degree of control over the material created by an influencer or creator has been considered in a number of cases by the Ad Standards Community Panel.

When determining complaints about influencer content, the Ad Standards Community Panel have noted that it is not necessary for the brand to have creative control over the material created by the influencer, or a written contract or brief in place with the influencer, for the brand to be considered to have a reasonable degree of control. Providing known influencers with free products or services has been shown to be enough to constitute a reasonable degree of control in recent cases.

Ad Standards Reported Community Cases can be viewed [here](#)

2.3 AiMCO best practice recommendations

Consistent, agreed transparency of paid engagements is key to supporting best practice and industry self-regulation.

This section provides guidance determining when advertising disclosure should be made.

Content for which an influencer or creator has been solicited to create, or enticed through payment, value in kind, gifts, free products or services or the like should be clearly distinguishable from organic content posted to the influencer's or creator's account for which no enticement has been provided by a third party.

Anyone who views the content (not just the influencer's or creator's regular audience or followers) should be able to quickly and clearly determine that they are viewing sponsored

¹ Extract from the AANA Code of Ethics - Practice Note, February 2021

content as opposed to the influencer's or creator's usual organic content. This may be achieved by virtue of, for example, the nature of the content, where the content is placed, how consumers are directed to the content, the theme, visuals and language used, the use of brand names or logos or a combination of the above.

If the sponsored content is clearly distinguishable from organic content posted by the influencer or creator to their account, then no further specific disclosure may be required.

Whilst specific advertising labels may not be required if the parties ensure that the sponsored content is clearly distinguishable from organic content, in order to minimise the risk of influencer or creator content failing to adequately disclose the sponsored nature of content on any occasion, AiMCO recommends the routine and consistent use of clear advertising labels to minimise the risk to brands, agencies and creators / influencers alike.

Influencer content that can be seen internationally

If creating and posting influencer content in Australia about or to an overseas market, consideration must also be given to that country's legal requirements.

2.4 Advertising disclosure recommendations

Advertising disclosure is recommended when there is an engagement or relationship with an influencer, or where a brand has in some way solicited or enticed an influencer or creator to promote the brand or its products or services.

An Engagement includes any verbal recording, email documentation, digital or other document that sets out an engagement between an influencer and client/provider/ brand. It includes:

- Any transaction with financial payment; as well as
- Value In-Kind,
- Gifts and/or
- Free products.

Cases determined and published by the Ad Standards Community Panel have demonstrated that a written contract or brief is not necessary for advertising disclosure to be required.

2.4a. Clear, unambiguous advertising declarations

When declarations are being made, Australian best practice is that the declaration is easy to understand, unambiguous and timely considering:

- Disclosures should be placed with the content – not in a personal profile;
- Recommended advertising disclosure must be legible;
- Recommended advertising disclosure can only be abbreviated as #Ad, #Advert or #Advertising; #Sponsored
- Disclosure must be included in the first appearance of the content, and any subsequent appearance;
- Must be visible to the consumer on first view, not mixed with a group of hashtags or links;
- Endorsement in a picture (ie Snapchat or Instagram Stories) superimpose over picture with enough time for viewers to notice;
- In first frame or first reveal;
- Where video is used, the declaration should be at the beginning of the video, and if a long video can be repeated - not just within the description of the video;
- Live stream disclosures may need to be repeated for viewers who only see part of the stream; and
- Pull-through used as continuous scroll

Special Note: the placement and visibility of advertising disclosures may be dependent on the type of device being used by the consumer. AiMCO acknowledges that while every effort is made to ensure visibility of advertising disclosure this may be impacted by the type of device and changes associated with viewing of content on these devices.

2.4b. Affiliate marketing engagements

Advertising disclosure recommendations apply to all Affiliate Marketing engagements. These without exception are seen as advertising and must be identified as an advertisement or carry #Ad /#Advertisement.

For example just providing a unique link or unique discount code is seen as insufficient for affiliate marketing.

2.4c. Where must the disclosure appear?

The disclosure should always appear prominently within the post, be easily visible on first glance and easily understood.

The consumer must be able to clearly distinguish advertising from other organic content which appears on the account. Disclosure included in a comment is not considered sufficient. Disclosure should be included in the caption itself and not in subsequent comments.

2.4d Native brand partnership tools

Social Media Platforms provide guidance on how to implement advertising declarations in their advertising guidelines. For example; Instagram offers a Branded Content Tool for which they provide guidance on how to use, and also how this affects their Terms of Service. Refer to native branded content tools on the applicable platform.

Where native brand partnership tools are available within the social media platform (eg Paid Partnership or Branded Content tools) and are used as part of the engagement enabling clear, unambiguous disclosure to be made, then other disclosures outlined in this Code may not be required.

AiMCO strongly encourages the use of native brand partnership tools available through social media platforms.

2.4e. Advertising Disclosure

Where native brand partnership tools are not used and for platforms that use hashtags #, AiMCO recommends the routine and consistent use of the following:

- #Ad; or
- #Advert; or
- #Advertising; or
- #PaidPartnership; or
- #PaidPromotion; or
- #Sponsored

Refer to 2.6 'Clear, unambiguous advertising declarations'.

In some instances 'Ad' 'Advert' or 'Advertising' may be used without the # hashtag provided it can be easily viewed.

Use of additional hashtags

These additional hashtags could be used in addition to, and not instead of, the minimum disclosure hashtags identified above. These may be incorporated in the content and could include:

- Client requested # such as #brandname, #campaign etc;
- #Ambassador;
- #BrandedContent;
- #PaidPartner;
- #PaidPromotion;
- #Sponsored;
- #FreeGift;
- #BrandPartner

Note:

- Refer to social media platforms for specific advertising disclosure requirements;
- Refer to relevant industry codes for further direction.

For platforms where Video is used, native brand partnership tools are recommended, otherwise the recommended disclosure is:

For Short-form videos

- Brand associations declared through use of ‘screen supers’ at the beginning of the video or
- In the post caption/copy where applicable.

For Long-form videos

- Brand associations declared at the beginning of the video (best practice suggestions are within the first 30 seconds, both verbally and visually)
- Included on captions and pull-throughs where applicable.

2.5 Gift or value-in-kind engagements

Gifts or Value-In-Kind are considered equivalent to payment in advertising engagements. This means that advertising disclosure is recommended where there is an engagement involving a Gift or Value-in-kind. Refer 2.4 for specific advertising disclosure recommendations.

When does gifting to Influencers result in advertising?

The Australian Association of National Advertisers (AANA) identifies when their [Code of Ethics](#) applies to advertising and marketing communications.

In short, where influencer content is shown to consumers or the public in a way that is calculated to promote a service or product, and in circumstances where the brand owner has a reasonable degree of control over the content, such as when brands seek out known influencers and provide them with free products or services with a view to obtain promotion for the products or services, then the Codes would apply.

When determining complaints about influencer content, the Ad Standards Community Panel have noted that it is not necessary for the brand to have creative control over the material created by the influencer, or a written contract or brief in place with the influencer, for the brand to be considered to have a reasonable degree of control. Providing known influencers with free products or services has been shown to be enough to constitute a reasonable degree of control in recent cases.

Ad Standards Reported Community Cases can be viewed on the [Ad Standards website](#)

Refer to the [Australian Consumer Law \(ACL\)](#) for further clarification, the ACCC provides an [Advertising and Selling Guide](#) here.

Also see [AANA Code of Ethics Practice Note, February 2021](#)

Refer to the AiMCO Gift and Ad Disclosure Guide

2.6 Ad hoc user generated content (UGC)

There are times when an influencer or content creator will create a post, video or other piece of User Generated Content (UGC) mentioning a product, service or brand that has not been created through an engagement or is not part of a contract or engagement.

In instances where this occurs it is considered best practice to reference the recent brand relationship including using the branded content tools.

The AANA provides guidance on unsolicited UGC and the actions that should be taken. Refer the [AANA Code Of Ethics Practice Note, February 2021](#) for further detail.

2.7 When advertising disclosure is not required

The [AANA Code of Ethics Practice Note](#) explains:

“If it is clear to the audience that the content is commercial in nature (for example by the nature of the content, where the content is placed, how consumers are directed to the content, the theme, visuals and language used, or the use of brand names or logos), then no further disclosure or distinguishing element is needed.”

Note: Companies and influencers should refer to Australian Consumer Law (ACL) and [ACCC Advertising and Selling Guide](#) which provides reference and guidance relating to False or Misleading Claims.

2.8 Australian influencer engagements overseas

- If fees are paid by an international entity for content it is considered that the Australian influencer will be required to declare advertising in the same way as Australian paid engagements;
- Even if the engagement is located overseas Australian best practice disclosure is recommended. Refer Australian consumer law and relevant other countries legal requirements;
- Australian and international laws should also be considered regarding advertising disclosure where the engagement may be value-in-kind.

3. The Brief and/or Contract

This section is designed to guide the engagement between the influencer or contractor and the company engaging the influencer for the engagement by identifying items that should be raised and considered.

Best practice is to ensure these elements are included in either the Scope of Work (Brief), or in the Contract. It is recommended that a valid and binding contract be entered into between the brand/intermediary and the influencer for each influencer marketing campaign.

The suggested areas included here cover:

- Intellectual Property Rights – creation, usage, moderation and review;
- Reputation and Brand Safety;
- Legal or Industry Code Compliance; and
- Remuneration.

Other areas not covered here but that should be raised and considered for engagements include: Services and deliverables, Approvals Process and Exclusivity.

Note: Responsibility for the Contract should be discussed and agreed before the engagement with the influencer is undertaken.

3.1 Intellectual property rights and usage in the brief and contract

The following outline the items AiMCO recommends be raised and considered relating to intellectual property rights and usage in the relevant documentation.

3.1a Content rights and timeframe

- Consider defining how long the engagement is and how the content rights usage and licence usage relates to the engagement term;
- Review if any platform specific advertising disclosure conditions impact content rights usage and syndication (for example 'branded content' feature within Instagram);
- Consideration must be given to international laws and regulations if the content will be available throughout the world;
- Clearly define who owns the content including text, images, video and the terms of use

under any licence agreement. Recommendation that this be documented and agreed for each social media platform/channel used (if different for each);

- Where rights are requested past the term of the engagement this should be documented and agreed, along with any requirements.

3.1b Content modification

The ownership and editing conditions for content modification should be raised and considered, and documented where relevant. Elements to consider include:

- Any license conditions, ownership conditions, including lifetime use and moral rights;
- What is covered/included – eg content, images, video.

3.1c Content attribution

Attribution conditions – where reposting is agreed to within platforms, attribution requirements should be documented.

3.1d Usage Rights including Syndication

The following should be raised and considered for inclusion in the contract from the first appearance of the content:

- Timeframe for content to be live/visible and unchanged;
- If changes can be made, timing and by whom;
- Deletion/archiving terms for content;
- Amplification requirements by the brand, including 'branded content amplification options - should consider terms, when, how long, advertising disclosure requirements and any hashtags to be used;
- Editing rights by the Brand, if can run on partner accounts, or be used in other media;
- Syndication terms:
 - When & how can content be re-used, including by the brand to their social media account;
 - Define inclusions for syndications – content, images, video.

Note: Where the platform changes the conditions content usage rights may be affected. Including syndication.

3.1e Content Review and Changes

The following points outline the items AiMCO recommends be raised and considered relating to content reviews and changes if they have been requested by the brand. If included, consider documenting how and when:

- Content review/change is to be approved before posting/reposting;
- The conditions under which the influencer will make changes to the post;
- Within the agreements on a case by case basis, the Brand may request a comment be deleted – and the influencer will delete.

3.1f Comment Moderation – once the content is live

The following points outline the items AiMCO recommends be raised and considered relating to comment moderation:

- Who is responsible for comment moderation, define timeframe – ie first 24 hours;
- Inclusion of any FAQs or Guides regarding the brands expectations relating to moderation;
- Any extenuating conditions – ie if post goes viral – who is responsible;
- Escalation guide – when is it referred to the brand, managed by the influencer;
- Where amplification on a brand channel has generated high comment volume:
 - Does the responsibility for moderation sit with the buyer/brand;
 - Does the influencer have input on actions.

- If the engagement is local or international any impact that may affect moderation;
- Are sentiment analysis tools used – transparency to influencer/Buyer. Length of time to be used, reporting requirements and how this affects moderation.

3.2 Reputation and brand safety requirements

The following points outline the items AiMCO recommends be raised and considered relating to any reputation or brand safety requirements for the engagement:

- The responsibility for vetting, including the social media account/handle and details of what is to be vetted, should be raised and considered in the scope of work and contract.
- Disclosure of required brand safety vetting of the influencer prior to each engagement, including when, what's covered, any issues. For eg: suspicious activity detection, illegal activities, obscenity, malware, negative comments.
- Disclosure of brand safety tools used, including source – proprietary, third-party etc;
- Specific brand safety requirements should be designated, ie influencer responsibilities, to the brand.

3.3 Legal or industry code compliance

The following points outline the items AiMCO recommends be raised and considered relating to any legal or code compliance for the engagement:

- Specific legal brand safety obligations to be specified as per relevant advertising industry codes eg alcohol advertising requirements – refer industry codes listed below;
- Working with children legal requirements. Agreement on responsibility for compliance to required conditions if the engagement involves– should be raised and considered in the brief and contract with consideration for relevant legal requirements;
- Consideration should be given as to whose responsibility adherence to a code belongs to the contractor, client, influencer, or other;
- Consideration of any international legal requirements that apply.

Advertising industry codes that may apply here include:

- [AANA Code of Ethics](#) – Association of Australian National Advertisers
- [ABAC Scheme](#) - Alcohol Beverages Advertising
- [AANA Code for Advertising and Marketing to Children](#)
- [AANA Food and Beverage Code](#)
- [AANA Wagering Advertising Code](#)
- [AANA Environmental Claims Advertising Code](#)
- [FCAI Motor Vehicle Advertising Codes](#)
- [Therapeutic Goods Advertising Code](#)
- [ASIC Advertising Financial Products and Services Guide](#)
- [Children's Online Privacy Protection Act](#) (USA)
- [Office of the Children's Guardian NSW](#) and
- Any other relevant codes or guides

3.4 Remuneration

The following points outline the items AiMCO recommends be raised and considered relating to any specific remuneration conditions for the engagement:

3.4a. Remuneration considerations:

- Is the engagement with an ABN registered party?
- Consideration should be given to employment status and responsibility such as superannuation, tax, GST etc (refer to the ATO for further guidance); and

- Remuneration and payment terms should be included and agreed for:
 - Initial engagement;
 - any additional usage;
 - and or content syndication

3.4b Contract Violation Conditions – brand safety or other factors

AiMCO recommends contract violation conditions be raised and considered for the engagement.

4. Metrics & reporting requirements

When presenting metrics it is required that:

- The source of any metric used is disclosed (ie social media platform or proprietary); and
- Where a non-social media platform metric has been created, the calculation is disclosed.

4.1 Metrics about the influencer and their buyer campaigns

The promotion of a suite of consistent metrics to measure influencer activity will help guide marketers understanding and increase buyer confidence.

The following are considered important when presenting metrics at any time (other metrics may also be presented):

- Audience / Follower volume;
- Campaign impressions / Video views;
- Reach / Average Reach and how calculated;
- Demographic data – source, whole numbers;
- Engagement metrics - platform specific - calculations must be disclosed;
- Australian & Geographical breakdown provided;
- 'Cost per' metrics must include details of calculations (note: influencer campaigns are unique so 'cost per' metrics are not comparable);
- Results of organic and boosted (paid-for) posts separately (as well as blended).

Metrics should be presented in a format to enable the client to easily determine whole numbers, whether the data is presented as a % or in whole numbers.

4.2 Recommended transparency of metric disclosures

- The source of all presented metrics – (where are they from ie screenshot from social media platform, platform API, first party data, third-party provider collecting public data);
- For calculated metrics, provide the source of metric, inclusions, timeframe used;
- Processes and tools used to identify the authenticity of the audience (ie where tools used to remove inactives, fake followers etc)

4.3 Contracted reporting

- Disclose at the time of contracting the reporting that will be delivered – pre, during and post campaign

Further updates on metrics will be forthcoming.

Ad Standards Cases that have informed the review of Clause 2 Ad Disclosure

The following case reports by Ad Standards have informed the review of the AiMCO Code of Practice. All Ad Standards reported Community Cases can be viewed [here](#)

Not clearly distinguishable as advertising

#Ad used in a comment – affiliate marketing

June 23, 2021 - @the_bored_toddler, Niks and Keeks Case where #brand name and discount code used in body copy, #Ad was used in a comment
<https://adstandards.com.au/sites/default/files/reports/0161-21.pdf>

Notes from the Community Panel case report:

- “Noted that the influencer had posted a comment on the post which included the hashtag #ad. The Panel considered while this may mean that the post was initially identifiable as advertising material, after several other comments had been made on the post this comment was no longer immediately visible to those viewing the advertisement.”
- “Noted the post has a lot of comments and the original comment was no longer sufficient to distinguish the post as advertising.”
- “The Panel considered that tagging the brand and use of a discount Code was not sufficient to satisfy the Code’s requirements and that the wording of the post was not clearly distinguishable as advertising.”

Gifting

#Brand name posted in the content

March 10, 2021 – Anna Heinrich, Runaway the label Case where #brand name used in the body copy with no other disclosure
<https://adstandards.com.au/sites/default/files/reports/0055-21.pdf>

Notes from the Community Panel case report:

- The Panel considered that tagging the brand on its own was not sufficient to clearly and obviously show that there was an arrangement between the brand and influencer.

#Brand name used in the caption – informal, verbal agreement noted

23 Jun 2021 - @SteveCordony and Mercedes Benz Aust/Pacific P/L where #brand name used in the caption with no other disclosure. Mercedes Benz confirmed - informal, verbal arrangement in place between Mercedes-Benz Australia/Pacific (MBAuP) and Mr Cordony
<https://adstandards.com.au/sites/default/files/reports/0160-21.pdf>

Notes from the Community Panel case report:

- “The Panel considered that the advertiser has undertaken the activity of entering into an arrangement with an influencer, and in choosing to lend vehicles to the influencer they are exercising a degree of control, and the post did draw the attention to the product.”
- “Considered that there was nothing in the wording of the original post and no hashtags which clearly demonstrated the relationship between Mr Cordony and the brand and the circumstances surrounding the posting of the product.”
- “The Panel considered that prominently featuring the product and tagging the brand on its own was not sufficient to satisfy the Code’s requirements and that the wording of the post was not sufficient to make it clearly distinguishable as advertising.”

Defining Reasonable Degree of Control – Gifting

Gifted product featured in a post

24 Mar 21, revised 9 June 2021 - @Rozalia_Russian and Tom Ford Beauty where @brand name was included in the caption.

Considered that the advertiser has undertaken the activity of giving a gift to an influencer, and in choosing to send the gift they are exercising a degree of control, and the post did draw the attention to the product.

https://adstandards.com.au/sites/default/files/reports/0063-21_0.pdf

Notes from the Community Panel case report:

- Tom Ford confirmed “There is no current or past commercial relationship between Tom Ford Beauty and Ms Russian. In fact, Tom Ford Beauty does not engage in paid influencer partnerships or commercial arrangements in which it solicits or controls influencer content.
- “The Product was given to Ms Russian as a Christmas giftas a thank you for being a fan of the brand”

Notes from the Community panel review findings extract:

- “The clear placement of the product in the advertisement and the use of the brand name did amount to material which would draw the attention of the public in a manner designed to promote the brand”
- “The Code does not define ‘reasonable degree of control’.”
- “Noted that there is no indication of timeframes around which the advertiser can be seen to have control.”
- “In the case of gifts to influencers the context in which the product is given cannot be ignored.”
- “Influencers operate as an advertising medium utilised by businesses to promote their brands and products.”
- “That many influencers have agents and that businesses exist which put brands and influencers in touch with each other.”
- “Influencers are sometimes paid, and sometimes provided with free product. The Panel noted that influencers’ posts may also be created in circumstances in which there is no relationship context.”

Decision from the Community Panel – extract:

- “Noted that the advertiser chose to send Ms Russian a gift knowing she was an influencer”
- “Considered that while there was no direct request or stipulation for Ms Russian to post about the gift, it is reasonable to assume that the motivation for an advertiser to provide free product to an influencer with whom they have a positive relationship is that they will post about the product or otherwise draw the attention of their followers to the brand as Ms Russian did in this case.”
- “Considered that the advertiser has undertaken the activity of giving a gift to an influencer, and in choosing to send the gift they are exercising a degree of control, and the post did draw the attention to the product.”

Branded clothing worn in a post by an influencer with known commercial relationship

16 Jun 21 @myfriendelias (Elias Black) and ORTC Clothing – posts where brand names of clothing are visible, no reference to brand in caption or elsewhere.

<https://adstandards.com.au/sites/default/files/reports/0144-21.pdf>

Notes from Community Panel:

- “The advertiser is aware of Mr Black’s position as an influencer.”
- “The Panel noted that there is an existing commercial relationship between Mr Black and the advertiser and that while the exact circumstances surrounding this post are not known, it is likely that Mr Black received the product for free, at a discount, or as part of a separate arrangement.”

- .."Considered that it is reasonable to assume that the motivation for an advertiser to provide product to an influencer with whom they have a positive relationship is that they will post about the product or otherwise draw the attention of their followers to the brand as Mr Black did in this case."
- "The Panel considered that the advertiser has undertaken the activity of providing product to an influencer, and in choosing to provide the product they are exercising a degree of control, and the post did draw the attention to the product."
- "The Panel considered that the image appeared as though he was modelling the shorts, and in combination with the clearly visible brand name this would draw the attention of the public in a manner calculated to promote the brand and product".
- "The Panel considered that the advertiser has undertaken the activity of providing product to an influencer, and in choosing to provide the product they are exercising a degree of control, and the post did draw the attention to the product."

Ad Standards Reported Community Cases can be viewed [here](#)

Global Best Practice

The following links provide a resource to useful links to industry guides, codes, other advertising industry associations:

UK best practice guidance

In the UK influencer marketing is required to meet the regulations of the [Competition & Markets Authority \(CMA\)](#) which has provided guidance to the influencer marketing community with guides and direction on the requirements of advertising disclosure.

Further they have co-published a guide on how to label ads correctly with the Committee of Advertising Practice (CAP). It explains how to comply with consumer protection law and the Advertising Codes enforced by the Advertising Standards Authority (ASA).

When do I need to disclose?

The UK's Committee of Advertising Practice (CAP) and Competition and Markets Authority (CMA) '[Influencer's Guide to Making Clear that Ads are Ads](#)' document provides guidance on when influencers need to 'disclose'.

Extract from 'An Influencer's Guide to making clear that ads are ads.

"When a brand gives an influencer a payment, any posts then promoting or endorsing the brand or its products/services become subject to consumer protection law. Payment means any form of monetary payment; commission; a free loan of a product/service; a free product/service (whether requested or received out of the blue); or any other incentive.

This means that whenever you receive a payment from a brand, you need to disclose this in any relevant posts (e.g. where you feature or refer to the brand/product/service in any way or where the content was controlled by the brand, see p11). The same goes for when you're posting 'affiliate marketing' (see p5).

You will also need to make sure it's clear when you're posting about your own products/services; e.g. products you've created or events you're running etc., or any prize draws or giveaways you do."

What counts as payment

The UK's Committee of Advertising Practice (CAP) and Competition and Markets Authority (CMA) '[Influencer's Guide to Making Clear that Ads are Ads](#)' document provides guidance on what counts as 'control' for advertorial content. Extract from '[An Influencer's Guide to making clear that ads are ads.](#)

"Obviously, if you're paid a specified amount of money to create and/or post a particular piece of content, this counts as 'payment'. But this isn't the only type of arrangement that counts. If you have any sort of commercial relationship with the brand, such as being paid to be an ambassador, or you're given products, gifts, services, trips, hotel stays etc. for free, this is all likely to qualify as 'a payment [or other reciprocal arrangement]'.

USA best practice guidance

In May 2019 the Influencer Marketing Council in the US www.theimc.co released their 'Fraud Best Practices and Guidelines' document that helps support the influencer marketplace alerting participants to some recommended fraud best practices and guidelines.

The US Federal Trade Commission (FTC) also provides guidance on the required disclosure regarding advertising and which can be viewed here: [Electronic Code of Federal Regulations](#). They have also recently released a specific disclosures [guide](#) for influencers. through '[The FTC's Endorsement Guides: What People Are Asking](#)'. The document provides examples and guidance on disclosure, and enforcement.

Definitions

The discussion groups have agreed a glossary of terms designed to help create a uniform and consistent language and guide to describe influencer marketing.

Definitions pertaining to this code

Affiliate Marketing

A marketing arrangement by which an online retailer pays commission for traffic or sales generated from its referrals.

AiMCO

Is the Australian Influencer Marketing Council, an alliance of companies engaged in influencer marketing. AiMCO operates as a not-for-profit council under the AMAA.

AiMCO Guiding Council

Is the group of nominated and elected representatives from companies that have joined AiMCO. The Council determine the direction and actions of AiMCO.

AMAA

Is the Audited Media Association of Australia, a Company Limited by Guarantee. AMAA is a NFP industry association providing governance frameworks supporting advertising trading since 1932.

Brand Safety

Refers to the tools and strategies that ensures influencer content or online ad does not appear in a context that could potentially damage the advertiser's brand.

Brief

Is the document provided by the Buyer that outlines the requirements of the engagement with an influencer.

Buyer

An individual or group paying for a service. This engagement can be direct to an influencer or through an intermediary such as a talent agent or other agency.

Contract

Is the formal engagement document between the Buyer, Talent Representative or other Third Party and the Influencer. The contract may be a verbal recording, email, digital or other written document.

Control

Includes any specified direction or instruction conveyed to an influencer regarding a brand's product.

Disclosure

Clear, unambiguous declaration of a commercial engagement of advertising on behalf of a brand on content created for a social media platform.

Engagement

Includes any verbal recording, email documentation, digital or other document that defines an engagement between an influencer and client/provider/brand. It includes any transaction with financial payment as well as value in-kind, gifts and/or free products.

Gift

Any goods, product, trip or service provided at no cost to the influencer. Refer to the ATO for tax implications regarding gifts eg: 'gifts may be taxable if you receive them as part of a business-like activity or in relation to your income-earning activities as an employee or contractor'.

Influence

The capacity for an individual or group to affect the thoughts or actions of another.

Influencer

An individual or group who has the capacity to affect the thoughts or actions of another.

Payment

Includes any commercial transaction that may be monetary, Gift or Value-In-Kind including travel, hotel accommodation, products or services.

Recommended

The AiMCO Code of Practice identifies the best-practice behaviours to guide all companies engaged in the business of influencer marketing.

Seller

An individual or group engaged in the process of selling a service provided by an influencer. This engagement can be direct to a buyer or through an intermediary such as a talent agent or other agency.

Social Content

Any content that someone has posted or shared with others on a social media platform.

Social Media Platform

That uses websites and applications to allow users to directly connect with one another through groups, networks and locations. Examples include Facebook, Instagram, LinkedIn, Twitter, TikTok.

Suspicious Accounts

Accounts on social media which warrant distrust or appear to be fraudulent.

Suspicious Activity

Activity on an influencer's account that appear to be fraudulent; for example, sudden unexplained increases of likes.

Value-In-Kind

Means goods, products, travel, service and/or value other than the actual form of cash received from brands, sponsors and/or co-marketing partners for various co-marketing initiatives.

Vetting

The actions taken to evaluate or appraise an influencer for relevance, suitability for an engagement. What is vetted will depend on the brand and the engagement.

General definitions

Application Programming Interface (API)

A set of functions and procedures allowing the creation of applications that access the features or data of an existing application or other service.

Celebrity Influencer

A term used to define influencers with fame, sometimes beyond social media

CPA

Cost per Acquisition

CPM

Cost Per Thousand

CPC

Cost per Click

CPE

Cost per Engagement

CPV

Cost per View

Data Scraping

A technique employed to extract large amounts of data from websites whereby the data is extracted and saved at another location

Impression

When something is loaded on a webpage – usually identified as content, an ad or post. Different social media platforms have specific definitions for how this is calculated.

Handle

An individual's username. Usually used as a means of being found by other users prefaced by the platform it's relating to ie. Instagram Handle or Twitter Handle.

Ad Impression

One ad code load is one ad impression.

Page Impression

One webpage code load is one-page impression.

Syndication

The sale or licensing of material created by an influencer for publication or broadcasting by the client.

Posted Content**Comment**

A publicly posted remark in response to a specific piece of content.

Impression

When something is loaded on a webpage – usually identified as content, an ad or post. Different social media platforms have specific definitions for how this is calculated. .

Like

The action of selecting the like button on a piece of posted content. (Or double-tapping)

Reaction

The action of selecting a specific reaction on a piece of content.

Share

The action of sharing a piece of posted content with one or several accounts publicly or privately.

Saves

The total number of users who have archived a piece of feed content.

Reporting**Reach**

The total number of unique accounts that have viewed a user's content.

Engagement

Actions taken on a piece of media (likes, comments, private messages and saves) compared to its total reach.

Cumulative Reach

The practice of adding reach across multiple pieces of content on the same platform. This figure is not verifiably de-duplicated.

Organic Reach

The total number of unique accounts that have viewed a user's content without any boosting or paid amplification on social media.

Paid Reach

The total number of unique accounts that have viewed a user's content as a result of boosting or paid amplification on social media.

Resource Library

The following links provide a resource to useful links to industry guides, codes, other advertising industry associations:

Australian resources on influencer advertiser

Advertising Standards Australia

<https://adstandards.com.au/blog/ad-standards-guidelines-influencers>

The Australian Association of National Advertisers (AANA)

www.aana.com.au

The ABAC Scheme

www.abac.org.au

Australian Taxation Office

www.ato.gov.au

Australian Consumer Law

<https://consumerlaw.gov.au>

Australian Competition & Consumer Commission

<https://www.accc.gov.au/publications/advertising-selling>

Federal Chamber of Automotive Industries

<https://www.fcai.com.au/news/codes-of-practice>

NSW Office of the Children's Guardian

[Regulations](#)

[Authorised Employer](#)

[Child Safe Code of Conduct](#)

Queensland Office of the Public Guardian

[Home Page](#)

SA Office of the Public Guardian

[Home Page](#)

Victorian Commission for Children and Young People

[Home Page](#)

WA Commision for Children and Young People

[Home Page](#)

International resources on influencer advertiser

[The Federal Trade Commission – USA](#)

[The Competitions and Market Authority – UK](#)

[Committee of Advertising Practice – UK](#)

[Advertising Standards Authority - UK](#)

Platform Specific Advertising Guidelines

Please find below links to advertising specific requirements by platform.

Facebook

<https://en-gb.facebook.com/business/ads>

Facebook for Business Influencers:

<https://www.facebook.com/facebookmedia/blog/businessinfluencers>

Google

Ad Policies:

<https://support.google.com/adspolicy/answer/6008942?hl=en-AU>

Guide to Advertising:

<https://support.google.com/google-ads/answer/6146252>

Getting started with brand partnerships:

<https://creatoracademyyoutube.com/page/lesson/partnership-basics>

Instagram

Branded Content Ads:

<https://business.instagram.com/a/branded-content-ads>

LinkedIn

<https://www.linkedin.com/help/linkedin/answer/727/advertising-guidelines?lang=en>

Pinterest

Using Ads Manager:

<https://business.pinterest.com/en/using-ads-manager>

Snapchat

Advertising Policies:

<https://www.snap.com/en-US/ad-policies>

TikTok

<https://ads.tiktok.com/help>

Twitch

Advertisers Guide to Twitch:

<https://adguidetotwitch.github.io>

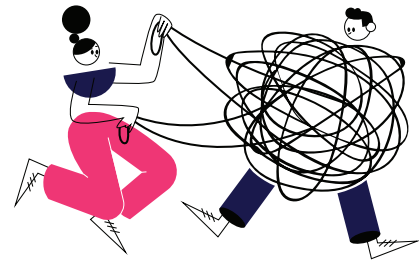
YouTube

Creator Academy:

<https://creatoracademyyoutube.com/page/home>

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