

ISBA

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Influencer Marketing Code of Conduct

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INFLUENCER MARKETING

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Version 4

Introduction

Influencer marketing is a powerful tool. In a world where advertising has suffered from a loss in trust, and where consumers are more likely to believe in the words and recommendations of a peer or ‘someone like me’, social media - which now carries more investment than linear TV - demands a new type of creativity. Influencer campaigns offer the opportunity for individuals, talent agencies and brands to work together, utilising new technology and platforms to reach audiences in engaging, multi-faceted ways.

At its best, influencer marketing allows for authentic, personalised advertising, delivered in a transparent way. However, if done incorrectly, it can cause reputational damage to, and erode confidence in, both the influencer and the brand. This could manifest itself in the form of regulatory repercussions for not properly disclosing that an ad is indeed an ad; or criticism around content which is inappropriate or at variance with a brand’s values.





Given this (and taking our cue from the well-established standard that advertising should be ‘legal, decent, honest, and truthful’), we have established this Influencer Marketing Code of Conduct with the following aims:

- to ensure compliance with the regulatory framework set out by the Advertising Standards Authority (ASA) and Competition and Markets Authority (CMA), as well as with the CAP/BCAP Codes;
- to raise standards of conduct in influencer marketing and advertising;
- to improve the relationship between brands, talent agencies and influencers, including promoting a genuine alignment of values between the influencer and the advertiser;
- to enable advertisers to employ authentic and effective influencer marketing;
- to seek to prevent harm which might be caused by the content or placement of influencer ads; and
- to deliver the transparency that consumers expect and deserve.

We first published the Code in 2021. A second version in 2022 incorporated commitments related to diversity, equity and inclusion. In 2023, the Code became a jointly-owned document by [ISBA](#) and the [Influencer Marketing Trade Body](#) (IMTB).

This fourth version of the Code represents a fundamental revision, dividing commitments into sections which detail the best practices we look to brands, agencies, and influencers themselves to deliver. It deals with subjects from proper ad disclosure and measurement, to health & wellbeing and the prevention of harm.

The Code is a living document and may undergo further iterations as this area continually evolves. However, the continuous goal is that it can form a baseline for legal, decent, honest, and truthful influencer advertising in the time to come.

A Note on Language

As influencer marketing evolves, so the language around it changes, too. Participants may wish to be known as content creators rather than influencers, and commentators frequently refer to the creator economy. For ease – and to reflect the most commonly understood terminology, the title of this Code, and its owners – we refer to ‘influencers’ throughout this document. In a similar vein, we use ‘agencies’ to refer in the round to creative and management agencies operating in the talent sector.

Influencer Marketing Code of Conduct

Section 1: General Conduct

- 1.1.** All participants in influencer marketing activity will strive to adhere to the fundamental principle that advertising should be legal, decent, honest, and truthful.
- 1.2.** All parties will adhere to the legislative and regulatory rules which govern the advertising industry, including the advertising Codes, and the guidance on influencer marketing issued by the [Committee of Advertising Practice](#) (CAP) and [Competition and Markets Authority](#) (CMA).
- 1.3.** The fundamental promise of influencer marketing is its authenticity. The influencer is not to be prevented from delivering their honest opinion on a brand or product.
- 1.4.** All participants will constructively engage on the brief for a project or campaign, in order that influencers are enabled to deliver the best content that they can, while always maintaining their unique voice.
- 1.5.** Influencers will avoid making any unsubstantiated claims on the perceived benefits or faults of a brand or product, and will follow any guidance supplied by the brand in this regard.



Section 2: Disclosure

This Code of Conduct is aimed at UK practitioners. However, many influencer marketing activations are multinational in scope. All campaigns should satisfy the regulatory and legislative requirements in each jurisdiction where they appear, or where the target audience is located.

2.1. All participants will adhere to the CAP and CMA guidance on disclosing when an ad is an ad. This includes when a piece of social content is paid or compensated for, or remunerated in any way – including gifting and commission earnings. This is fundamental to consumer trust.

2.2. Participants acknowledge the preferred use of the #ad label, and the need to avoid less clear alternatives. They also acknowledge guidance regarding the prominence of the label, ensuring that it is immediately visible before a consumer engages in content (for example, at the beginning of a post or caption without the consumer having to click ‘See more’), so that the consumer immediately appreciates that they are being advertised to.

2.3. Brands and agencies will work with influencers to promote awareness of disclosure requirements. Influencers are expected to appreciate that they are operating in a regulated environment and to comply with industry rules and guidelines.

2.4. All parties undertake to stay informed about changes or updates to regulatory requirements, including in respect of new and emerging platforms and formats.

2.5. Influencers undertake not to use photo filters, photoshopping, or editing techniques which result in the consumer being materially misled – for example, by exaggerating the capability or performance of a product or service. This has been forbidden by the ASA.

Section 3: Collaboration and Good Practice

3.1. Brands and agencies pledge to provide clear guidance to influencers on their companies’ values and expectations, clearly setting out their approach to marketing and advertising.

3.2. Brands will make their expectations of influencers’ practices and behaviours clear to agencies seeking to match them with potential partners. Brands will refrain from working with influencers who seek to artificially inflate their following, or pay for engagement with content.

3.3. Without compromising influencers’ independence and authenticity, brands will work collaboratively with them and enable their understanding of the brand’s expectations and approach – particularly when it comes to ‘always on’, ongoing working relationships.

3.4. Influencers often create content organically. Brands should not repost this content without acquiring prior explicit permission from the influencer.

3.5. If there is a potential reputational difficulty which will affect a brand’s ability to contract with an influencer, the brand will be clear about what it is and, where possible, work with the influencer to rectify any problem.

3.6. Agencies will work closely with brands to understand their positioning, approach and values, so as to better help match them with appropriate influencer talent.

3.7. Agencies will avoid spamming brands with suggested partnerships, where it is not clear that values align or where there is not a possible product/influencer synergy. They will do so while maintaining their key role of advocating for their talent where they believe there is a good fit or opportunity for collaboration.

Section 4: Contracting and Financial

4.1. Brands will supply influencers and agencies with a comprehensive briefing on their values and approach, and the products and services they supply – giving influencers the right tools to be able to deliver their honest and authentic views.

4.2. All parties will seek a co-creative process, striving to agree a programme of work together upfront. Influencers will strive to adhere to the agreed-upon deliverables and timelines and seek to avoid disputes. In so far as is reasonably practicable, brands will make efforts to guard against changes in expectations mid-delivery of a campaign – with the attendant possibility of reshoots and/or disputes around payment.

4.3. Brands will be clear about their campaign objectives, the audience they intend to influence, and in setting out a scope of work or description of services/deliverables.

4.4. Brands will be clear about how the content produced by influencers is to be used, including where it is to be posted, how often, and for how long.

4.5. Brands will respect the timescale of relationships which influencers may have, or may have previously had, with competitors in their specific or related sectors. Brands will note exclusivity requirements and commitments, to the extent that these have been disclosed to them by the influencer and/or talent agent.

4.6. Brands will make clear their expectations about the length of time that contracted content should remain on the influencer's channels.

4.7. Brands and agencies will work transparently and honestly with influencers when it comes to payment and about the fees that they are entitled to command.

4.8. Brands and agencies will be clear on the exact nature of the fees which will be paid and how they will be delivered to the influencer. They will offer upfront

information on their payment processes, such as the use of online portals, and be transparent about related mechanisms and methods of invoicing.

4.9. Brands and agencies will work to payment deadlines and make every effort not to let payment drift. They will also work with influencers to understand where there may be the necessity to cover certain aspects of projects – such as booking shoot locations or wardrobe – upfront.

4.10. Agencies will be the gatekeepers of the agreement between the advertiser and the influencer, reflecting their important and distinct obligations from those of the influencer under the contract, which may include coordination of approvals, timing of services, and receipt of payment, as well as being jointly responsible for ensuring compliance with all relevant legal and regulatory requirements alongside influencers and brands.

4.11. Agencies will work with influencers to ensure that they provide the contracted services and deliverables, in accordance with the terms set out in the agreement. They will monitor those deliverables with an eye to ensuring that they meet the brand's brief, and that for example they meet legal and disclosure requirements.

4.12. Agencies will work to understand the commitments of their influencer clients, respect exclusivity arrangements so that conflicts within sectors are avoided, and convey any such commitments or exclusivity arrangements to advertisers at the outset of the relationship.

4.13. Influencers will adhere to the brand's pre-approval process in relation to posting any content, including making any necessary amendments, accepting that such posts constitute advertising by the brand and therefore must be approved.

4.14. Influencers will work with brands and agencies on the need to balance authenticity with avoiding third-party materials such as images, brands, logos, music, symbols etc which may cause legal issues. They shall be responsible for procuring permission or licences in writing from any third party to use any such materials in the content for the duration required.

Section 5: Measurement

5.1. Influencers, and their management agencies, will be transparent about the nature and demographics of the influencer's followership and audience, including the percentage of children and minors.

5.2. Influencers and their management agencies will never artificially inflate numbers of followers or the amount of engagement on pieces of content, and they consent to the use of fraud technology to verify this.

5.3. Influencers will work where they can, including with platforms, to try and ensure that their followers do not include bots.

5.4. Influencers and their management agencies will feed back engagement results, metrics, comments and outcomes to a brand in relation to all contracted activity, enabling them to assess Return on Investment and evaluate performance. Influencers will consent to reasonable audit requests from brands in this regard so that they may verify such data, while respecting privacy and confidentiality during the audit process. Brands should be transparent with influencers and their management agencies on what they are measuring, and why.



Section 6: Diversity, Equity and Inclusion

6.1. All parties recommit to the principle of equal pay for equal work, and to be allies in addressing the unacceptable pay gaps in influencer marketing (which may be based on gender, race, or other protected characteristics).

6.2. Brands and agencies will make all efforts to diversify the pool of influencer talent with which they work. They will strive to ensure that their influencer marketing activity is truly representative of their audiences. They will regularly review the diversity and representation of their talent pool and, subject to any legal or regulatory constraints, take any actions necessary to improve it, guided by UK census data.

6.3. Agencies should champion diverse representation in their campaigns and in the recommendations for partnership which they make to brands, and curate and support a diverse roster – helping to reinforce an industry-wide standard for inclusivity.

6.4. Brands and agencies commit to upskilling staff on inclusive casting, and to recognising that diversity in their own teams is essential if the composition of campaign briefs and execution of campaigns are to be truly inclusive.

6.5. When co-designing campaigns, brands and agencies will make every effort to draw on the perspective of the influencer, ensuring that their lived experience informs the campaign's narrative and approach.

6.6. Brands and agencies will consider aspects of discrimination which have been less visible, such as colourism or texturism, and commit to a continual process of learning and evaluation around DEI issues.

Section 7: Accessibility

7.1. All parties recognise the importance of advertising being accessible and available to all consumers, regardless of any visual or hearing impairment, and undertake to make all efforts to support and create accessible influencer marketing campaigns.

7.2. All parties commit to creating content which is appropriate for and able to be used by screen-reader technology and applications, and ensuring that documents are in accessible formats.

7.3. Influencers commit to ensuring that their ads contain closed captions, utilising platform tools which are available to creators for this purpose.

7.4. Brands acknowledge the importance of physical accessibility when it comes to the sets and locations which influencers may be called upon to use in content creation, and commit to ensuring that they are, for example, wheelchair accessible.

7.5. As part of their audits of the talent pool with whom they work (see section 6.2), brands will actively consider the shortlisting and casting of disabled influencers and creators.

7.6. All parties acknowledge the importance of neurodiversity, and considering immersion calls which can help individuals to adapt. Brands may also consider visual examples of content, to aid in understanding and give an indication of their preferred end goal – enhancing written briefings with visual cues.



Section 8: Protection from Harm

8.1. Brands, agencies and influencers have a responsibility to protect the consumer or viewer of advertising, and must take all reasonable steps to prevent harm which might arise from the content or placement of influencer marketing.

8.2. Brands and agencies will carry out due diligence in their selection of influencers, to aid in the protection of vulnerable groups including children and minors, and to meet regulatory and legislative guidelines in this regard.

8.3. Brands and agencies will work with influencers to understand the nature and demography of their followers and audience, to assist in meeting obligations to protect children and minors, and to comply with rules and [guidance](#) on the improper serving of advertising for potentially age-inappropriate or age-restricted products. This includes but is not limited to alcohol, gambling, and food & drink products high in fat, sugar and salt; and applies to compliance with regulation across channels, from the 'less healthy' food & drink restrictions commencing in October 2025 to placement in Out Of Home.

8.4. Compliance with said rules and guidance will include utilising filters and audience targeting techniques and capabilities to limit the exposure of age-inappropriate or restricted audiences to relevant ads.

8.5. All parties will work collaboratively to maintain trust and integrity in advertising. This includes not sharing views or engaging in behaviour (whether in personal or professional lives) which could be interpreted as racism; anti-Semitism, Islamophobia, or other religious intolerance; prejudice based on sexual orientation, gender identity or any other protected characteristic; misogyny and sexism; violence or extremism; bullying or aggressiveness towards others; or other criminal activity.

8.6. Influencers will immediately inform brands of any content or behaviour involving them, whether current or historical, which contravenes section 8.5, or which does not align with the brand's values or which could be reputationally damaging to the brand.

8.7. Influencers undertake not to use photo filters, photoshopping, or editing techniques which result in the consumer being materially misled – for example, by exaggerating the capability or performance of a product or service. This has been forbidden by the ASA.

8.8. Brands will regularly review and update their policies in alignment with the latest regulatory guidelines to ensure the continuous protection of young audiences. Agencies and influencers will work to ensure that they remain up to date and informed, and acknowledge their responsibilities in this respect.

Section 9: Health and Wellbeing

9.1. Brands acknowledge their responsibility to identify anything which they believe could subject influencers to unwelcome media or public attention, as a result of their stepping further into the public spotlight through their commercial relationship with the brand. This includes historic comments and material which could be perceived as being at odds with the brand's values, as well as any issues which the brand faces as a business which could impact on an influencer's reputation. These responsibilities and this transparency runs in both directions.

9.2. Talent agencies recognise the responsibility and duty of care which they hold for the influencers with whom they work, and they pledge to safeguard their wellbeing in partnership with brands.

9.3. All parties acknowledge the importance of good mental health and wellbeing. Agencies will consider strengthening the support they provide to the talent with whom they work with specific resources. The relationship between brand, agency and influencer is a professional one, and the fulfilment of reasonable service level agreements is important; recognising this, brands and agencies will work with influencers to support their mental and physical health, including by being clear on matters such as payment (see section 4).



Section 10: Environmental Sustainability

- 10.1.** All parties recognise that advertising is a key player in the future sustainability of our economy, and that influencer marketing as an advertising medium has a role to play, from encouraging the responsible consumption of goods and services to promoting consumer behaviour change.
- 10.2.** All parties will adhere to regulatory guidance on green and environmental claims from CAP and the CMA, particularly around ‘greenwashing’ and not making or perpetuating unsubstantiated green claims, and ensure that all participants in influencer marketing campaigns understand their obligations in this regard.
- 10.3.** Influencers will refrain from making any green or environmental claims which have not been explicitly approved by the brand whom they are promoting. Agencies acknowledge the importance of working with the influencers they represent to stay up to date with this evolving and important area.
- 10.4.** Brands will actively seek to work and collaborate with influencers who have demonstrated a genuine commitment to sustainability in their personal and professional lives.
- 10.5.** All parties will commit to reducing waste and minimising the carbon impact of influencer advertising and content creation, in keeping with industry initiatives which seek to bear down on emissions in ad production. Excessive product gifting, such as untargeted or unsolicited mass distribution of products, can lead to surpluses and excessive consumption, with associated negative environmental impact.
- 10.6.** All parties will seek to promote sustainable consumption and avoid, for example, the ‘fast’ and disposable product model which has detrimental environmental impacts.
- 10.7.** Brands will consider the re-useability of digital assets as part of their influencer marketing campaigns, helping to bear down on the costs and carbon impact of repeated fresh productions.

Section 11: Virtual Influencers and Artificial Intelligence (AI)

- 11.1.** All parties will adopt ethical standards when leveraging AI in influencer marketing. This includes transparency in the use of AI tools and technology, ensuring that they are used to enhance, rather than deceive or manipulate, consumer experiences.
- 11.2.** Brands will carefully consider the impact of using virtual or artificially generated influencers, rather than human beings, on trust in them and on the authenticity of their campaigns.
- 11.3.** Where AI is used to enhance content in a manner which is likely to mislead the consumer, its use must be clearly disclosed.
- 11.4.** If content involves the use of a virtual influencer, then this must be clearly disclosed.
- 11.5.** Deepfake technology or AI tools will not be used to replicate an influencer’s likeness, voice, or image without their explicit consent.
- 11.6.** AI is part of the toolkit of content creation and promises to be transformative for advertising and marketing. As it is used, AI-generated content must adhere to the same ethical and regulatory standards as human-generated content, and there must be provision for human review of AI material. Prejudicial outcomes should be guarded against; and where an influencer proposes to use AI to generate content, they should disclose this to brands and agencies upfront.