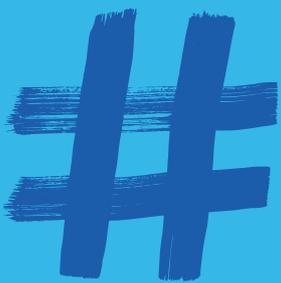


AIMCO

Australian Influencer Marketing Council

AUSTRALIAN INFLUENCER MARKETING CODE OF PRACTICE

July 1, 2020



CONTENTS

Introduction	3
About AIMCO	3
AIMCO Founding Members	3
AIMCO's Structure	3
Australian Best Practice	4
Recognising legal frameworks	4
What is the Code of Practice	4
Who does the Code apply to?	4
AIMCO principles	4
The Australian Influencer Marketing Code of Practice	5
1. Influencer Selection and Qualification	5
1.1 Disclosure when no vetting	5
1.2 General vetting	5
1.3 Client brief vetting	6
2. Advertising Disclosure	6
2.1 Why is disclosure important	6
2.2 AIMCO advertising disclosure requirements	7
2.3 When advertising disclosure is required	7
2.4 Gift or Value-In-Kind engagements	8
2.5 Clear, unambiguous advertising declarations	8
2.6 When advertising disclosure is not required	8
2.7 Australian influencer engagements overseas	9
3. The Brief or Contract	9
3.1 Intellectual property rights and usage	9
3.2 Reputation and brand safety requirements	10
3.3 Legal or industry code compliance	11
3.4 Remuneration	11
4. Metrics and Reporting	12
4.2 Metrics about the campaign	12
4.2 Recommended transparency of metric disclosures	12
4.3 Contracted reporting	12
Definitions	13
Definitions pertaining to this code	13
General definitions	14
Resource Library	16
An industry resource of links	16
Global Best Practice	17
Platform specific advertising guidelines	19



INTRODUCTION

Australian Influencer Marketing Council (AIMCO) was formed by experts 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.

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

About AIMCO

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 is an alliance of Australian companies engaged in influencer marketing working together to elevate best practice in order to address industry trust and transparency issues. Its aim is to foster a united voice of industry professionals to provide guidance and knowledge to this thriving marketing sector.

AIMCO's Guiding Council, formed from its founding members, is the guiding arm of the body and has overseen the development of an Influencer Marketing Code of Practice to be implemented across the industry.

AIMCO Founding Members

AIMCO members involved in the development of the Code in alphabetical order are:

- Allegiant Media/Tagger Media
- CHE Proximity
- Co-maker
- DVM Law
- Day Management
- Hello Social
- Hyland
- Hypetap
- JOOC'D
- MediaCom
- OMD Create
- PHD Media
- Pod Legal
- Publicis Media
- Q-83
- Reprise Digital
- Social Law Co
- Social Soup
- The Lifestyle Suite
- Totally Awesome
- TRIBE
- Vamp
- Wavemaker
- We Are Social
- WOM Network

AIMCO's structure

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

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

Contact AIMCO aimco@auditedmedia.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.

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 Australian Consumer Law (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 requirements under 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 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 engaging industry participants for influencer marketing; and
- Platforms and all other providers of service to the influencer marketing community

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

AIMCO Principles

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

- 1. Transparency**
Commitment to transparency and accountability to engender marketer confidence and trust.
- 2. Best practice and accountability**
Advocate best practice through developing industry agreed standards.
- 3. Industry leadership**
Champion industry awareness and education to support effective influencer marketing campaigns.



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 13 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;
- Age validation process (where relevant);
- Audience checking and classification, and disclosure of tools used;
- If the influencer or the party billing has an ABN;
- If the influencer has a business profile account with the platform(s) where available;
- Check of prior brand relationships and when engaged;
- Review of recent past posts - detail of what is checked and when;
- Brand safety checks for audience quality, suspicious activity (engagement) – including detail of the process and tools used, discovery and any ongoing review.



1.3 Client brief vetting

The following represent best practice vetting actions that can be requested as part of a brief, with timing and amount of vetting determined on a case by case basis:

- Disclosure of the date and timeframe that vetting covers eg 6mths, 12mths, 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;
 - Audience quality vetting and checking for suspicious activity and engagement, including detail of the process and tools used; and
 - Disclosure of all calculated metrics – source of metric, inclusions, timeframe used
- Vetting for Brand Safety scope would be based on the Brief – including: past brand relationships, brand conflicts, affiliations, checking against any relevant industry codes, or other age parameters;
- Disclosure of tools used to support the vetting – (first-party, third-party or proprietary).

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.

2. Advertising disclosure

This section of the code outlines best practice regarding 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 change based on platform changes, Australian legal requirements etc.

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 must always comply with Australian Consumer Law (ACL) regarding advertising; 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 required advertising disclosure for influencer content is in line with the UK and US to declare advertising, with hashtags #Ad or #Sponsored in relevant platforms or identified verbally in video formats.

By declaring paid-for brand associations 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 AIMCO advertising disclosure requirements

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

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

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.

2.3 When advertising disclosure is required

Advertising disclosure is required when there is a Contracted Engagement.

A Contracted 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.

This also applies to any Affiliate Marketing engagements.

Platform advertising disclosure tools

Where advertising disclosure tools are available within the digital platform (eg Paid Partnership or Branded Content) and are used as part of the Contracted Engagement enabling clear, unambiguous disclosure is made then other disclosures outlined below may not be required.

For platforms that use hashtags # the required minimum disclosure is to use:

- #Ad; or
- #Sponsored

Refer to 2.5 'Clear, unambiguous advertising declarations.

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
- #Collab
- #PaidPartner

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, the required disclosure is:

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.

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.



2.4 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 required where there is a contracted engagement involving a Gift or Value-in-kind.

Refer 2.3 for specific advertising disclosure requirements.

Where a high value gift has been provided it is considered required that advertising disclosure be made.

Refer to the Australian Consumer Law (ACL) for further clarification.

Also see [AANA Industry Practice Note – Clearly Distinguishable Advertising](#).

2.5 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;
- Required advertising disclosure must be legible;
- Required advertising disclosure should not be abbreviated ie “sp”, “spon”, “gift”;
- 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.

Social Media Platforms often provide guidance on how to implement advertising declarations in their advertising guidelines. Refer to social media platforms for specific guidance.

2.6 When advertising disclosure is not required

The only time advertising disclosure is not required:

- There is no contracted engagement; or
- The brand has no input or ‘control’ over the influencer content or outcome.

Even though disclosure may not be required it is best practice is to include reasonable disclosure in the content such as:

- #FreeGift

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.

Note: Buyers and influencers are responsible for their own tax obligations and should refer to the Australian Taxation Office for clarity.



2.7 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 should be raised and considered 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 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.



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 of 17 determine the direction and actions of the Australian Influencer Marketing Council (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.

Contracted 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.

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.

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 Practise identifies the best-practise 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.fc.ai.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 Commission 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](#)



GLOBAL BEST PRACTICE

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. These were further updated in January 2019 with the CMA guide: [Social media endorsements: being transparent with your followers](#).

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]'. There's nothing wrong with getting paid to create content, but you need to be upfront about this with your audience."

What is 'control' when it comes to Influencer advertising? – as referred to in the first edition

The UK's Committee of Advertising Practice (CAP) and Competition and Markets Authority (CMA) 'Influencer's Guide to Making Clear that Ads are Ads' first document released September 2018 provides guidance on what counts as 'control' for advertorial content. Extract from ['An Influencer's Guide to making clear that ads are ads'](#).

"Whether or not a brand has 'control' over an influencer's post will usually depend on the agreement you have with them. As a rule of thumb, if you weren't completely free to do and say whatever you wanted whenever you wanted, then there could have been some level of editorial 'control' by the brand.



The simplest way for a brand to 'control' the content is by telling you what you have to say, e.g. if there are particular words, phrases, themes or 'key messages' you need to include, or you have to use a particular hashtag.

This doesn't just apply to text or words – if the brand has specified what needs to be in an image, required you to include a specific action in a video or specified the type of content you need to create (e.g. 'unboxing' the featured product), this is likely to count as 'control'.

Requiring you to post a specific number of times, on certain dates or at particular times could also count as 'control'.

If a brand reserves the right to check/approve the content before it's posted and/or to ask you to change it, this could similarly count as 'control'. They don't need to actually ask for changes – if they could, and you would have to do it (e.g. they could stop you from posting), that's enough."

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.



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://creatoracademy.youtube.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>

Mixer

Currently there is no advertising on mixer.

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://creatoracademy.youtube.com/page/home>



AIMCO

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