



# Paid, Gifted, or Just a Fan? Untangling Legal Risk in Today's Legal Climate

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# Agenda

1. Federal Trade Commission Endorsement Guides Update
2. Influencer Litigation
3. National Advertising Division
4. Best Practices for Managing Influencer Programs
5. Influencer Agreements and Training
6. Crisis Management
7. Wrap-Up



*All the Benefits!*



**ALL THE RAGE!**

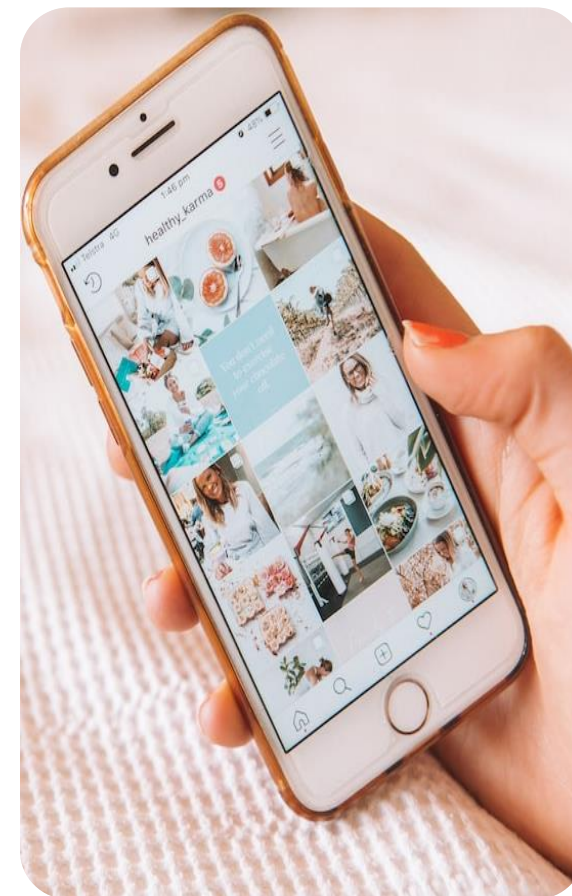


# FTC Endorsement and Testimonial Guides

- Federal Trade Commission (FTC) published its [Guides Concerning the Use of Endorsements and Testimonials in Advertising](#), 16 C.F.R. Part 255 (“Guides”) in the 1970s.
  - First updated in 2009 to add examples explaining how they applied to the internet and social media, and has continued to update—most recently in 2023.
  - Guides are not law, but represent the FTC’s interpretation of the FTC Act, intended to provide guidance on the agency’s positions regarding false and misleading endorsements in advertising—including misleading endorsements by influencers.
  - Practices that are inconsistent with the Guides may result in enforcement actions under Section 5 of the FTC Act.
- In addition to the Guides, the FTC has published [FAQs: FTC’s Endorsement Guides: What People Are Asking](#).
  - The FAQs have also been updated to include 40 new questions and examples designed to reflect the changes in the advertising industry.
- The FTC also adopted 16 C.F.R. Part 465—Rules regarding Consumer Reviews & Testimonials, (eff. Oct. 21, 2024).

# FTC Endorsement Guides

1. Endorsements **must reflect the honest opinions, findings, beliefs, or experience of the endorser**, and an advertiser may continue to use an expert or celebrity on an ongoing basis only if it has reason to believe the endorser still subscribes to the views presented.
  - The advertiser should **confirm the endorser's views at "reasonable" intervals**, based on factors such as the existence of new information about product performance or effectiveness.
2. The endorser **must have been a bona fide user** of the product at the time the endorsement was made.
3. **"Material" connections** such as payment, free gifts, employment, etc. **must be disclosed when a significant minority of the audience for an endorsement wouldn't understand/expect the connection.**
  - The endorsement **must clearly communicate the nature of the connection** sufficiently for consumers to evaluate its significance.
  - **Complete details are not required.**



# Changes to FTC Guides (2023)

- **Endorsement** explicitly includes **tags in social media**.
- **Endorser** can be someone who “**appears to be**” a person or entity—capturing **virtual/AI/CGI influencers** and fabricated reviewers.
- **Product** now includes a **product, service, brand, company, or industry**.
- **Liability clarified and expanded:** The FTC “better explains” potential liability for **advertisers, endorsers, and intermediaries** (e.g., ad agencies, PR firms, **review brokers**, reputation managers) and clarifies that it **expects advertisers to guide, monitor, and remediate influencer conduct**.
- “**Misuse of images**” **rule of thumb:** New guidance warns that **use of someone else’s image (e.g., stock photos) with a testimonial can be deceptive if it misrepresents a material attribute** of the endorser (e.g., complexion in an acne ad).
- **Material-connection disclosures refined:** Disclose when a **significant minority** of the audience wouldn’t expect the connection; you don’t need dollar amounts, but you **must** convey the **nature** of the tie clearly enough for consumers to assess it.
- **Child-directed endorsements called out:** New **§255.6** highlights that practices acceptable for adults may be problematic for **children**; research suggests disclosures may not work for younger kids.

# “Clear and Conspicuous” Standard

- **Key change:** When influencers have a material connection to the advertiser, they must disclose the connection clearly and conspicuously **and unavoidably**, meaning the disclosure must be “difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers”!
- Additionally, the disclosure must:
  - Stand out from surrounding text or audio by its color, font, size, location, duration, speed, and/or cadence, and should appear in the same medium as the triggering claim.
    - Superimpose on pictures on photo/video platforms.
  - Match the format of the claim.
    - For example, in a video where the content is delivered both visually and in audio, the disclosure must also be both visual and in audio.
    - May be necessary to include in both caption and in video
    - Consider the target of the ad in the language (elderly, children, etc.)
    - Endorsements in ads targeting children may be of special concern given the vulnerability of the audience; practices that are ok for adults may not be when the audience is children.
  - Cannot contradict the net consumer takeaway; mitigate it elsewhere in the ad.

# Disclosures That #Work

- Place disclosures up front; don't hide behind "...more," in comments, or buried among hashtags.
- Use plain words: "#Ad," "#Paid," "Paid partnership with BRAND," "BRAND sent me this free."
  - Avoid ambiguous tags (#partner, #ambassador, #gifted)—identify the sponsor.
  - Commonly used disclosures that don't contain the brand or product name may be ambiguous, because they do not properly identify the advertiser. While #ad or #paid may be effective in certain contexts, "Sponsored by [BRAND]" or "Promoted by [BRAND]" are clearer.
  - Avoid strings of hashtags, buried disclosures, lack of capitalization.
  - Employees must disclose, too—e.g., #employee or #IWorkHere.
- No abbreviations—e.g., #[Brand]Sweepstakes, not #sweeps.
- Repeat as needed across a thread/series; each ad needs its own disclosure.
- FTC: Do not assume that a social media platform's disclosure tools alone will produce a disclosure that is unavoidable.
- ***What works in U.S. may not necessarily work in other countries.***



# Artificial Intelligence and CGI Influencers

Federal and state laws reach AI-assisted advertising practices; advertisers, brands, agencies, and platforms using AI in creative development, digital and social advertising, influencer marketing, or branded content may be subject to these requirements.

- **FTC:** Virtual/AI personas can be "endorsers" and the FTC Endorsement Guides apply to them, including the requirements for clear and conspicuous disclosures are required and substantiation of claims. New impersonation rules can also apply to AI.
- **NYS.8420/A.8887** adopts new disclosure and consent requirements for AI use in advertising beginning June 2026: Advertisers must disclose the use of AI-generated "synthetic performers" in ads.
- **California SB 1050** would require clear disclosure when an ad uses a synthetic performer; prescribes sample wording.
- **Platform rules:** Multiple platforms require labeling of realistic synthetic media; some auto-label.
- **Other laws can also reach use of AI influencers and other AI uses in advertising:**
  - **E.g., laws regulating deepfakes**, e.g., federal TAKE IT DOWN Act, which criminalizes use of sexual deepfakes without consent, and similar state laws; laws regulating **political deepfakes**, requiring labeling of same
  - **IP/Right of Publicity: E.g., NY S.8391/A.8882:** Strengthens ROP by requiring prior consent from a deceased individual's heirs/executors for commercial use of individual's name, voice, image, or likeness; prohibits unauthorized use of a deceased performer's "digital replica" in audiovisual works, sound recordings, or live performances of a musical work. Applies only if performers were domiciled in New York at the time of death; protection lasts for 40 years. Effective immediately.



# Developing Regulations re: Kidfluencers

- **Evolving Landscape:** Kids raise unique issues when they're the influencers (contracts) and/or the audience (privacy, false advertising, consent). Rapid platform shifts, capabilities such as embedded e-commerce, filters, etc., are changing how endorsements look and feel in real time. New platforms and short-form videos drive trends and brand–creator collaborations. Brands must stay flexible and proactive by staying up to date on the changes in technology, regulations, and consumer expectations.
- **Regulatory Focus: NAD and FTC** have monitored kidfluencers and pursued enforcement intended to protect them and their audience; expect brands to **monitor influencer content** and ensure disclosures are presented **in-video, readable, and easy to understand, and maintain privacy protections.**
- **States emphasize key issues regarding protection of kidfluencers as well, including:**
  - **Transparency:** Children must be informed participants, understanding the nature of their work and financial arrangements; money earned should be set aside under labor and employment laws (e.g., Coogan laws);
  - **Education:** Families should prioritize schooling and non-digital activities, respecting both state requirements and the child's personal development;
  - **Documentation:** Maintain thorough records of income, contracts, and hours worked to stay compliant and protect the child's interests;
  - **Well-being first:** Monitor for any signs of burnout, distress, or loss of interest from the child, and be ready to pause or stop all online activity if necessary.

# Spring 2026 child-influencer bills

Official legislative status as of April 20, 2026

## Tennessee

SB 1469 / HB 1723

**Thresholds:** 30% content threshold + platform threshold or  $\geq 10$  cents/view +  $\geq \$15,000$  annual compensation.  
**Protections:** Trust account, deletion/removal right, and platform risk-based strategy on monetization of intentional sexualization of known minors.  
**Status:** Senate passed 3/19/26; House passed 4/2/26; transmitted to governor 4/7/26.

## Colorado

HB 26-1058

**Thresholds:** 30% content threshold + platform threshold or  $\geq 10$  cents/view +  $\geq \$40,000$  compensation.  
**Protections:** Records/trust account; 72-hour deletion right; if the creator fails after 30 days, the platform must review and take reasonable steps to remove.  
**Status:** Legislature passed 4/2/26; substantive requirements begin 6/1/27.

## California

SB 1247

**Rights:** At age 18, a former child influencer can use a platform mechanism to require a parent/family-member vlogger to delete or edit paid content within 10 business days.  
**Remedies:** Actual damages, \$3,000/day, injunction, and fees.  
**Status:** Active bill in Senate Judiciary; 4/14 hearing canceled; new hearing set for 4/21/26.

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# Influencer Litigation

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# Influencer Disclosure Litigation

- FTC has been enforcing the Endorsements Rule for years, suing for injunctive relief and civil penalties; state attorneys general have also sued.
- Now the class action bar/consumers have gotten into the act: in 2025 alone, numerous cases have been filed in U.S. federal court against brands and influencers for alleged insufficient disclosures by the influencers in their social media promotions.
- The amount in controversy (maximum money at stake in the lawsuit) ranges between **\$5 million** at the low end and **\$450 million** at the high end. The average exposure is **\$120+ million**.
- Plaintiffs in these cases allege violations of the FTC Act, as well as parallel state laws:
  - Consumer Protection Laws in California, District of Columbia, Illinois, Pennsylvania, Virginia
  - Unlawful Business Practices Laws / Unfair Trade Practices Laws in Florida, Illinois, Pennsylvania
  - State law claims for breach of express warranty, negligent misrepresentation, unjust enrichment

# *Pop v. LuliFama.com LLC* (11th Cir. Aug. 1, 2025)

- **Nationwide class action** brought against the company and the involved Influencers, alleging the Influencers failed to disclose material connections, e.g., by failing to include any hashtags when advertising the brand, in violation of federal and state law.
- District court dismissed Florida UDAP claims because plaintiff did not allege with particularity that he was induced by any misleading statements by any defendant—in other words, he failed to allege “whether [he] viewed [the alleged misrepresentations] at all before purchasing the allegedly defective products.”
- District court also dismissed the Florida UDAP claim because the plaintiff failed to explain how the defendants’ alleged failure to disclose an advertising relationship led to his receiving a Luli Fama product that he perceived to be inferior.
- Plaintiff appealed to the Eleventh Circuit.

# ***Pop v. LuliFama.com LLC (11th Cir. Aug. 1, 2025) (cont.)***

- On appeal, the Eleventh Circuit affirmed the district court’s ruling dismissing plaintiff’s claims.
- As an initial matter, the Panel determined that the core of the plaintiff’s claims was based in fraud because they alleged the Influencers
  - had a **paid relationship** with Luli Fama that is a **material relationship**; and
  - **misrepresented the material relationship** with the brand in their social media posts
- The Panel held ***that the plaintiff must meet a heightened pleading standard to adequately allege fraud***: the complaint must “state with particularity the circumstances constituting fraud or mistake.” The Panel found the complaint on its face failed to establish ***which products the plaintiff purchased, which of the defendants’ endorsements led to his purchase, and the harm he suffered as a result.***
  - The Panel found that the plaintiff failed to identify a single social media post that he or any putative class members saw and relied on where the Influencer defendants wore or tagged Luli Fama.
  - Nor did he allege when those posts were made, when he saw them, if he saw those specific posts before purchasing Luli Fama products, or how those posts caused him to purchase the products.
- **The court provides a roadmap to proving fraud that could also prove challenging for class certification.**

# *Simoni v. Hi-Tech Pharmaceuticals, Inc.* (N.D. Ill. Sept. 10, 2025)

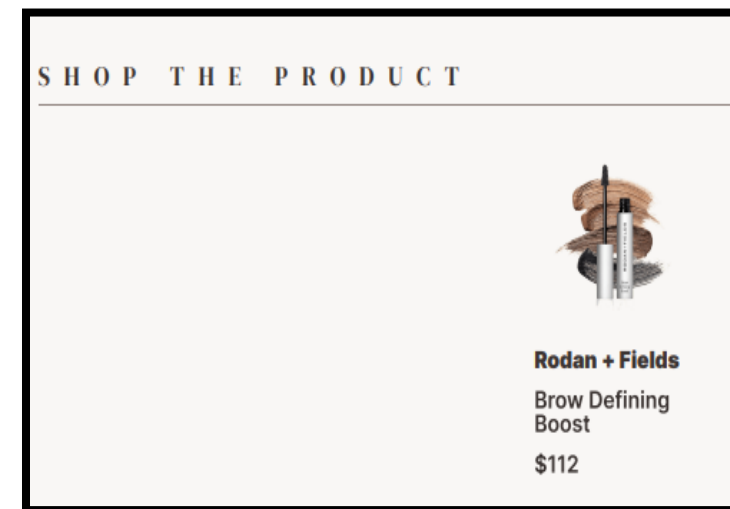
- **Class action** brought against the company and 10 influencers, alleging the influencers failed to disclose material connections in violation of the Illinois Consumer Fraud and Deceptive Practices Act and the Illinois UDAP (as well as unjust enrichment and negligent misrepresentation).
- District court dismissed for lack of standing, finding plaintiff failed to plead a concrete, particularized injury. The court stated plaintiff received the products for which she bargained and did not allege the products were defective or worth less than what she paid, or that the influencers had made deceptive claims about the products. Instead, her claimed harm was that she would not have purchased the products had she known the influencers were paid.
- “[A] violation of guidelines from an agency, or even a violation of the statute itself, without more, does not establish a concrete, particularized injury necessary to confer standing” under Article III. Instead, it is “buyer’s remorse.”
- No leave to amend was granted.
- Case may indicate an emerging trend of courts beginning to reject these influencer lawsuits where the only alleged harm is lack of disclosure.



## *Petunia Products v. Rodan & Fields*: Trademark Considerations

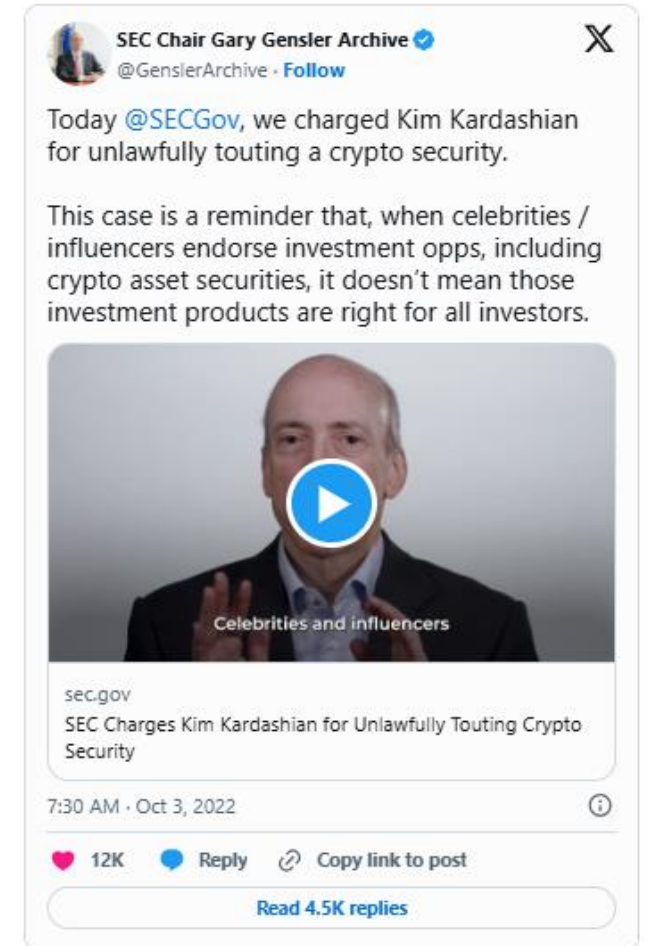
- Petunia filed suit against both Rodan & Field and their hired influencer, alleging the parties infringed on its trademarks for “BROW BOOST.”
- The influencer used “#BROWBOOST” in an online post that directed consumers to Rodan & Fields’ product, “*Brow Defining Boost*,” stating that R+F sent her the brow product and she thanked R+F for sponsoring her post.
- Influencer filed a motion to dismiss, arguing that liability for trademark infringement should not cover third parties like her, who author sponsored blogs about a product without confirming that the product does not violate trademark rights.
- Court denied the motion, holding Petunia sufficiently pleaded that the influencer’s post was likely to create confusion about the source of the product.
- Case was eventually jointly dismissed with prejudice, with each side bearing its own fees and costs.
- **If influencer agreement had contained an indemnification provision, influencer could have moved to have R+F defend her.**

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# Kim Kardashian and Ethereum Max: Different Standard with SEC

- In June 2021, Kim Kardashian posted a story promoting Ethereum Max, a new cryptocurrency token, which contained a link to the Ethereum Max website, which featured instructions about how to buy the token.
- “Are you guys into crypto? This is not financial advice but sharing with what my friends told me about Ethereum Max token.”
- Kardashian told her 225 million followers that her “friends” were reducing the supply of the token to give back to the entire E-Max community.
- Kardashian’s “friends” had paid her \$250,000 to promote the new token.
- **Kardashian labeled her story as an “ad,” but doing that did not satisfy the SEC’s anti-touting laws, which required that she disclose the nature, source, and amount of compensation she received – directly or indirectly – in exchange for the promotion.**
- In October 2022, Kardashian settled with the SEC for \$1,260,000 in penalties, disgorgement, and interest for failing to disclose the \$250,000 payment and agreed not to promote crypto for three years.



# National Advertising Division/Better Business Bureau Institute for Responsible Influence



- NAD has seen a sharp rise in influencer cases, which it felt highlighted the need for clearer standards and education for consumers, influencers, and brands.
  - NAD commissioned The Benchmarking Company to survey U.S. consumers on influencer marketing, and assess whether a certification for influencers would increase consumer trust.
  - Survey found in 2024 that 82.7% of U.S. marketers used influencers, yet only 5% of consumers fully trust influencer content and ~30% don't trust influencers.
- BBB launched the **Institute for Responsible Influence** on April 13, 2026 to build trust in the creator community by providing training, compliance reviews, and ongoing education and support to strengthen brand credibility and consumer trust.
  - **Responsible Influence Certification Program** provides:
    - Education on regulatory requirements, endorsement transparency, and best practices;
    - Certification for influencers/creators that have completed training and assessment;
    - A searchable database of Certified Creators ready for brand collaboration (coming soon);
    - Resources and community for creators to support compliance and best practices; and
    - Ongoing oversight to support accountability.

# NAD Inquiry: *Skims Body, Inc.* (2025)

Influencer Marketing and Disclosures: Just tagging is not enough

## NAD's Inquiry:

- NAD initiated inquiry into Brittany Mahomes and Lana Del Rey social media posts where they wore Skims, mentioned Skims by name, or tagged the brand @skims.

## NAD's Holding:

- **NAD found that simply tagging the brand @skims was not sufficient to alert viewers of the material connection between Mahomes/Del Rey and the brand.**

## Key Takeaways:

- Tagging a brand is not a sufficient material connection disclosure when an individual could be tagging a brand out of personal interest or appreciation.
- Even when the caption accompanying the post made no specific mention of Skims or didn't mention the brand, the post still constitutes an endorsement if when a viewer puts their cursor over the picture (or taps on the image), the brand is tagged.

# NAD Inquiry: *Drunk Elephant* (2024)

- **NAD's Inquiry:**
  - NAD reviewed Drunk Elephant's influencer social media advertising, including a video from its #BareWithUs campaign and related influencer posts to evaluate whether the endorsement disclosures were clear and conspicuous.
- **NAD's Holding:**
  - ***The disclosure #drunkelephantpartner was not sufficiently clear and conspicuous because it: (1) was visible only after clicking the "more" hyperlink; (2) ran together as a single word, making it difficult for consumers to notice or understand; and (3) appeared only in the post's text description and not in the video itself.***
  - NAD recommended that Drunk Elephant contact the influencer to edit/delete the post.
- NAD also determined that an influencer who received a free product from Drunk Elephant had a material connection that must be clearly and conspicuously disclosed: ***receiving free product could affect how viewers weigh the endorsement.***
- NAD closed the case after Drunk Elephant agreed to implement corrective measures.

# NAD Inquiry: *NuOrganic* (2024)

- **NAD's Inquiry:**
  - NAD brought a challenge to NuOrganic's influencer advertising relating to its eyelash serum after an Influencer described herself as a NuOrganic brand ambassador and participated in TikTok's affiliate program by promoting and encouraging her followers to purchase the serum, claiming that the product naturally grew long lashes—a claim that was unsupported.
- **NAD's Holding:**
  - **NAD determined that NuOrganic had a material connection requiring disclosure with its TikTok affiliates because it had an obligation to make payments to affiliates who received products and posted about their experiences. NAD additionally determined that NuOrganic is responsible for all of its influencers' content and must monitor its influencers and take immediate steps to remove noncompliant posts and not repost content with unsupported claims.**
- **Key Takeaways:**
  - NuOrganic argued that it could not control its influencer content and that it does try to take action when it becomes aware of influencer content that may violate the company's guidelines, including contacting the influencer to request modification or removal of the offending content.



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# Best Practices in Managing Influencer Programs

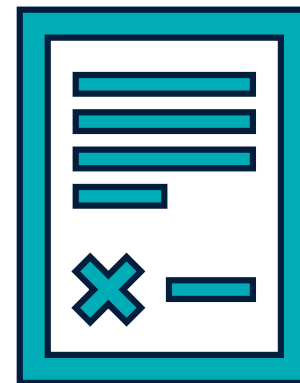
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# Best Practices for Managing Social Media Influencers

- **Create a social media influencer training program.** Don't assume every influencer knows the rules: FTC expects that influencers will be trained in key dos and don'ts, and why the rules matter ("We don't want to mislead our customers or face implications with regulators").
- **Standardize contract terms.** Ensure you have a strong influencer agreement. Any brand/influencer should include standard clauses such as:
  - Truth-in-Advertising Clause, Disclosure Requirements, Enforcement
  - "Influencer shall comply with [Company's Influencer Guidelines] and the Federal Trade Commission's (FTC) Endorsement and Testimonial Guides."
  - **Provide guidelines that state what can/can't be said.**
    - **Do:** Use the proper disclosures (#Ad, #GiftedBy[Brand], "Paid for by Brand.")
    - **Do:** Influencer should stick to personal experience with the product and use claims the brand has approved—when an influencer makes a claim about your product, those claims become your brand's claims. *If a claim cannot be made directly by a brand, it cannot be made through an influencer either. So, if an influencer says: "This cream cures acne overnight," it is as if your company made that claim directly. Be honest and use qualifiers.*
    - **Don't:** Make extreme or absolute claims that the product "cures," "guarantees," or magically fixes something overnight. Avoid medical or health claims.
    - **Don't:** Exaggerate results or share statistics that haven't been verified.
- **Monitor influencer posts for compliance and ask influencers to correct or take down noncompliant posts—and enforce consequences for failure to do so.**

# Influencer Agreements: Key Terms

1. Parties: Who are the parties to the contract? Influencer? Agency?
2. Term: What's the length of the contract?
3. Services/Deliverables: What does advertiser want the influencer to do (e.g., the number and frequency of posts)?
4. Compensation and Payment Schedule
5. Exclusivity: Category, competition, time
6. Approval Rights and Procedure: Will Brand review/approve the content before it's posted? What approval rights, if any, does the influencer have?
7. IP Ownership: Who owns what?
8. Use Rights: Who can do what with the content?
9. Brand Policy, FTC Endorsement Guides, etc.
10. Representations and warranties clause
11. Morals clause
12. Non-disparagement clause
13. Indemnity clause: Even if the influencer will not be able to pay, you can cross-claim against the influencer to get the company's facts in front of the court.



# Morals Clause



- Can mitigate brand's risk if the influencer engages in problematic behavior.
- The behavior does not have to be against the law, and the influencer does not have to be convicted of a crime.
- How heavily the morals clause is negotiated depends on the bargaining power of the parties.
- Brand wants to be able to immediately terminate the contract in its sole and absolute discretion, while influencer wants to limit the morals clause.
- Does the clause cover conduct that occurred before the parties entered into the agreement?
- Clauses commonly allow termination if the influencer engages in an act of moral turpitude or engages in behavior that could significantly injure the company's reputation and/or the product or service being promoted by the influencer.
- ***Celebrity influencers may wish to request a reverse morals clause, e.g., product recall.***
- Both parties should engage in **due diligence** by investigating the other party before entering into negotiations.

# Representations and Warranties/Indemnification

- **Representations** that the influencer is ensuring are true as of the date the contract is signed, and if they are untrue, will constitute a breach of the contract.
- Influencer has not entered into any other, conflicting agreements.
- Influencer has the right to grant the rights granted to brand in the contract.
- Content that influencer creates for brand shall not infringe any third party's IP rights.
- Influencer shall comply with all applicable laws, including FTC Guides and consumer protection statutes.
  
- **Indemnification** provision states how the influencer will protect the company if a third party brings claims against the company. Covers:
  - Who pays for legal counsel if there's an investigation or lawsuit?
  - Who assumes decision making for the defense?
  - Who has settlement authority?
  - Is insurance necessary/available, and should the payor be required to obtain additional coverage and/or name the other party?

# Influencer Oversight/Handling Crises



## **But what do you do when your influencer goes viral—for the wrong reasons?**

Legal coordination with PR, social media, and marketing is essential. Companies should create a rapid response team or task force to respond quickly to online issues—and this is where that morals clause can come into play....

- In 2016, Ye partnered with Adidas on a lifestyle brand, including clothing, accessories, and shoes, including the Yeezy Boost 750, Boost 350, and Boost.
- In October 2022, Ye published antisemitic tweets on Twitter.
- Adidas eventually terminated the partnership, released a public statement, and stopped production of the Yeezy shoe line.

# Have a Crisis Management Game Plan

1. Learn as much about the situation as possible.
2. Respond swiftly, but deliberately: Assume that any public statement will be republished and criticized.
3. Identify relevant stakeholders.
  - ✓ Who needs to be contacted?
  - ✓ How will they be reached?
4. Organize and streamline information flow.
  - ✓ Business, marketing, legal, public relations?
5. Escalate to appropriate decision makers.
  - ✓ All issues should be considered, but not all need to go to senior management.
  - ✓ Too many stakeholders, information, or escalations can backfire.
6. Engage with legal counsel if necessary—generally early is better to privilege communications.
7. Decide on official response.



# Potential Responses to a Crisis

## Do Nothing/ Apologize

- **Silence** may prove to be the greatest asset, as the public grows bored with the lack of response and moves on.
- A well-crafted **apology** can help mend any reputational damage to the influencer and brand and show contrition and accountability.
- But be mindful that an apology could be challenged as an **admission of guilt** and could create optics issues in any future challenge or reputational battle.

## Adversarial

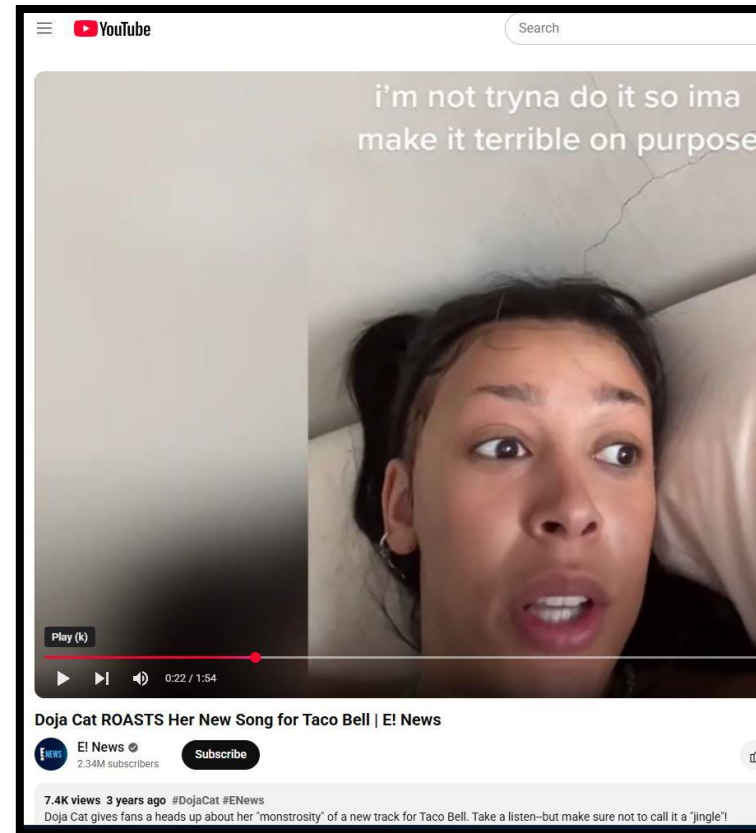
- Demand letter
- Litigation
- Shows taking reputation seriously and willing to defend itself.
- But may draw more attention and prolong the situation.

## Back Channel

- Directly communicate between brand/influencer and representative.
- Come to an agreed-upon response.
- Influencer and brand may have conflicting motivations and end goals.

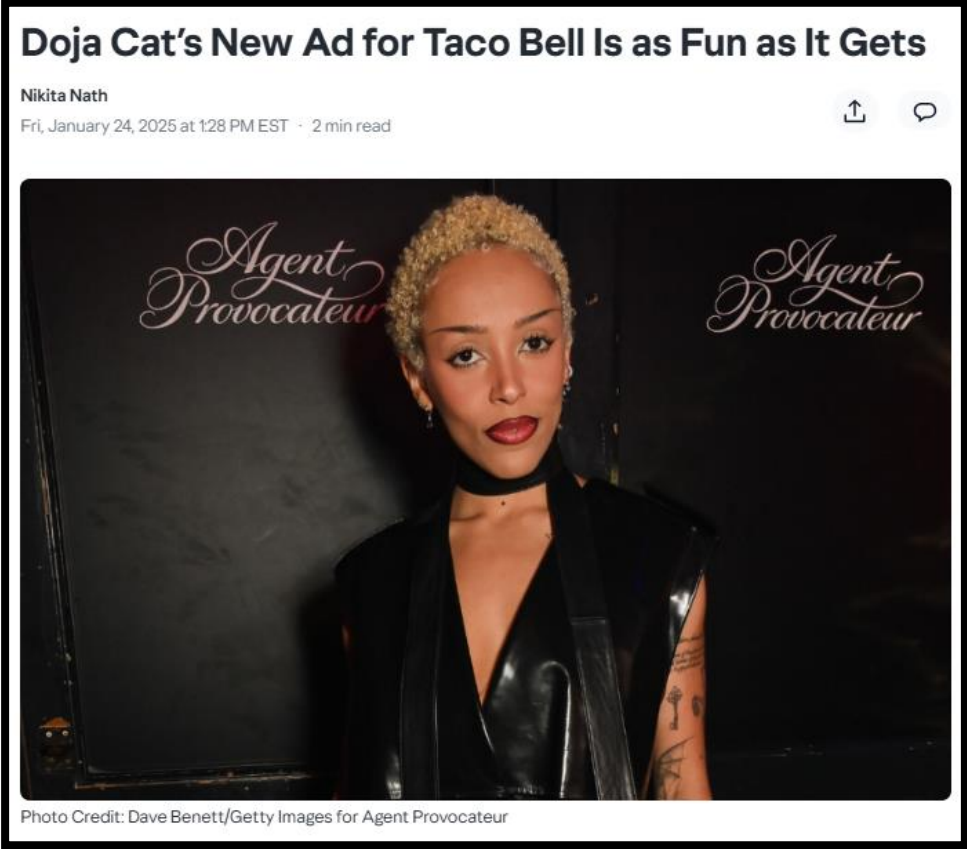
## ...or flip the script!

*“Doja Cat has fans laughing...as she confessed that she was about to drop a ‘terrible’ jingle as part of an advert for Taco Bell.”*



[https://www.youtube.com/watch?v=m\\_CPeWmWQzc](https://www.youtube.com/watch?v=m_CPeWmWQzc)

# Successful Engagement



<https://www.yahoo.com/entertainment/doja-cat-ad-taco-bell-182800242.html>

# Wrap-Up: Best Practices for Managing Social Media Influencers

- **Have an agreement**—may be more or less formal, depending on influencer and nature of relationship.
- **Ensure that influencers disclose their relationship with you:**
  - #Ad, #Paid, #SponsoredbyBrand are preferable, and disclosure hashtags should not get cut off or truncated. Explaining to influencers **how** and **where** to disclose is important as well.
- **Discuss corrective action plans:** If an influencer does post a misleading claim, have a plan. For example, you might ask them to edit the caption, rephrase the claim, or post a corrective follow-up; be clear about consequences for noncompliance and follow through.
- **Follow influencer content:** An obvious but important step – someone on your team should be following all of the influencers on every platform they're active on. Check each sponsored post when it goes live.
- **Have a checklist:**
  - Did they use the disclosure?
  - Did they stick to the approved claims?
  - Is anything phrased in a potentially misleading way?



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# Questions?

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