



PUBLIC CONSULTATION PAPER NO. 1/2026

THE INFLUENCER GUIDELINES 2026

Principles and Standards for Responsible Influencer Marketing
and Brand Collaborations

Start date: 17 August 2026

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This paper is provided for consultation. It does not constitute legal advice,
and the proposals may be revised after public feedback.

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GLOSSARY AND INTERPRETATION

CMA 1998	Communications and Multimedia Act 1998.
CMCF / Content Forum	Communications and Multimedia Content Forum of Malaysia.
Content Code	Malaysian Communications and Multimedia Content Code (Third Edition, registered 30 May 2022).
Draft Guidelines	Influencer Guidelines 2026 Working Draft
Influencer	Person(s) or group(s) who, either in a personal capacity, share their own independent opinions or are engaged and paid by Advertisers (either in cash or other consideration) to advertise products or services on their own social media channels because of their social media influence on Consumers, as defined in the Content Code.
Influencer Marketing	Content created or shared by an Influencer in connection with a commercial relationship with a brand, product, service, campaign or business interest, in exchange for payment in cash or another reciprocal arrangement in lieu of cash.
Material Connection	Any relationship between an Influencer and a brand (whether financial, personal, family, employment or otherwise) that could reasonably be expected to affect the weight or credibility that a Consumer gives to the Influencer's statements or endorsement.
Public Consultation Paper	This Public Consultation Paper.
Virtual Influencer	Computer generated characters or avatars who have realistic characteristics, features, and personalities of humans, and behave in a similar manner as influencers.

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A. BACKGROUND

The Content Forum invites the public to share their views on the proposed Influencer Guidelines 2026. Building on the Content Code, the Guidelines aim to provide practical standards for responsible influencer marketing and brand partnerships in Malaysia.

Influencer marketing has become an important way for businesses to reach consumers. Promotions now appear in personal stories, reviews, livestreams, short videos, affiliate links and creator-run online shops. These formats can help people discover products and connect with brands, but they can also blur the line between advertising and independent opinion.

The proposals focus on transparency, honest claims, audience protection and shared responsibility among influencers, brands, agencies and platforms. They also cover emerging issues such as virtual influencers, artificial intelligence, kidfluencers, finfluencers, fake engagement and news-like content shared by creators.

Through this consultation, we hope to hear from influencers, content creators, brands, agencies, platforms, regulators, civil society organisations, academics, parents, consumers and members of the public. Your feedback will help us refine the Guidelines before they are finalised.

Part B provides a summary of the main proposals, while Part C contains the questionnaire. You may complete it online via SurveyMonkey by scanning the QR code below or respond directly using the questionnaire in Part C of this consultation paper. You may also refer to the full Draft Guidelines attached to this paper.



1. Purpose and Objectives of the Public Consultation

This consultation seeks to find out whether the proposed standards are clear, fair and practical across different types of content, commercial arrangements, audiences and industry roles. We also want to know whether they provide enough practical guidance without unnecessarily limiting creativity or legitimate business activities. The consultation has six main objectives:

- help consumers recognise when content is advertising;
- encourage clearer and more accessible disclosures;
- promote truthful claims, genuine endorsements and fair promotional practices;
- protect children and others who may be more vulnerable to influential content;
- address risks linked to sensitive sectors, artificial intelligence and fabricated engagement; and
- clarify the roles of influencers, brands, agencies and platforms.

2. Issues for Comment

We welcome views on:

- the overall direction and scope of the Draft Guidelines;
- the proposals and scenarios presented in this paper;
- whether the standards are practical for influencers, brands, agencies and platforms of different sizes;
- whether any important audience, format, product category or commercial arrangement has been overlooked; and
- any other matter that could strengthen responsible influencer marketing in Malaysia.

B. THE PROPOSED INFLUENCER GUIDELINES

This section provides a summary of the main proposals. It should be read together with the full Draft Guidelines attached to this paper.

This paper is provided for consultation. It does not constitute legal advice, and the proposals may be revised after public feedback.

1. Scope and Commercial Relationships

The Guidelines would apply to influencer-brand partnerships across networked media, including posts, stories, reels, livestreams, videos, podcasts, blogs, affiliate content and creator-run online shops.

A commercial relationship can involve more than a cash payment. It may include free products or services, trips, hospitality, commissions, referral rewards, discounts, employment, agency relationships, ownership, investments, or personal and family connections that could affect how an audience views an endorsement.

The same principle applies when influencers promote their own brands or related businesses. If an influencer owns, works for, invests in or has a close connection with a business, that relationship may need to be disclosed.

2. Clear Disclosure and Transparency

People should be able to tell straight away when content is advertising. Clear labels include 'Ad', 'Advertisement', 'Paid Partnership' and 'Sponsored'. Short forms such as 'sp', 'spon' or 'collab', a brand tag or a simple 'thanks' do not tell the audience enough. Labels such as 'Gifted', 'Affiliate' or 'Ambassador' can explain the relationship, but they should not replace a clear 'Ad' or 'Advertisement' label. If it is not obvious which brand is behind the post, the brand should be named.

A disclosure should appear early, close to the endorsement and in every relevant piece of content. It should not be hidden in small text, placed after 'read more', buried among hashtags or included only in a profile or earlier post.

Platform labels such as 'Paid Partnership' are useful, but they may not always be enough on their own. An extra disclosure should be included if the platform label is easy to miss, disappears when the content is shared or cannot be seen on all devices.

The disclosure should follow the way the promotion is delivered. Visual promotions need a visual disclosure, spoken promotions need an audible one, and content that uses both should include both. Livestream disclosures should be repeated so people who join later do not miss them. Captions, alternative text, readable type and good colour contrast help make disclosures accessible.

Affiliate links and codes are commercial content when the influencer may earn a commission or receive another benefit. This should be explained wherever the link or code appears.

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3. Honest Claims and Responsible Selling

An endorsement should reflect the influencer's genuine opinion and experience. Influencers should not claim to have used a product when they have not or give a positive review that does not reflect what they honestly think.

Factual, scientific, technical or guaranteed claims must be supported by evidence. Content should not exaggerate benefits, leave out important limitations or rely on a small disclaimer to correct an otherwise misleading impression.

Before-and-after content, demonstrations and testimonials should not present rare, edited or unusual results as if they are typical. Direct sellers should clearly identify the responsible seller and provide important information about the product, price, terms, delivery and applicable return or refund options.

Environmental claims such as 'eco-friendly', 'sustainable' or 'carbon neutral' should be specific, accurate and supported by evidence.

Livestream selling should not rely on false urgency. Claims that stock is running out, an offer is ending or a certain number of people are watching or buying should be true and capable of being checked. Countdown timers should not restart, and 'last chance' messages should stop once they are no longer accurate. Repeated calls to 'buy now' should not be used simply to rush people into a decision.

4. Artificial Intelligence and Virtual Influencers

When branded content features a virtual or AI-generated persona, this should be clearly disclosed if people could mistake it for a real person. A virtual persona should not claim to have human experiences that it could not genuinely have. Significant digital alterations should also be disclosed when they could affect how people understand a demonstration, testimonial, spokesperson, likeness, voice or apparent user experience. AI should not be used to fabricate personal experiences, customer satisfaction or product performance.

If a synthetic likeness or voice is used to imitate a real person, appropriate consent and any other legal requirements should be respected.

5. Children and Kidfluencers

Commercial content aimed at or strongly appealing to children requires additional care because younger audiences may not readily recognise advertising. Any disclosure should therefore be clear, prominent and appropriate for the child's age.

The content should also not directly pressure children to buy something or ask someone else to buy it for them.

When children appear in content, their parents or guardians should be informed and provide consent. Above all, the child's welfare should come first.

For child-led or family vlogs, content should not deliberately cause a child fear, distress, embarrassment or humiliation simply to attract views or engagement. Care should also be taken not to reveal sensitive details about the child or script a reaction and present it as spontaneous.

6. Sensitive Sectors, Product Safety and Age Restrictions

Some areas carry a greater risk of harm and may be subject to additional laws or sectoral requirements. These include health, medicine, wellness, finance, alcohol, gambling, cosmetic procedures, weight management, legal services, medical devices and vaping products.

Influencers should not present themselves as qualified experts if they do not have the relevant qualifications. They should also not make promotional claims that a brand would be prohibited from making through conventional advertising.

Finfluencers may be treated as advertisers even if they were not formally appointed by a company or platform. They should make it clear whether they are sharing general information or recommending a specific product or service. A recommendation linked to commission or another reward may amount to investment advice, and saying 'this is not financial advice' may not remove that responsibility. Before promoting a capital market product, platform or service, they should check whether it is licensed or authorised by the Securities Commission Malaysia, including through the SC Investment Checker.

Influencers, brands and agencies should avoid promoting products that are unsafe, unlicensed, recalled, banned or subject to significant regulatory warnings. Before promoting an age-restricted or otherwise unsuitable product, they should consider who makes up the audience, whether the product is likely to appeal to young people and what age controls are available.

7. Culture, Community, Body Image and Inclusion

Influencer marketing should respect Malaysia's multicultural and multireligious society. Content should not mock or insult religions, cultures or communities, misuse

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religious status, falsely claim halal certification, or exploit festivals, periods of mourning, public tragedies or other sensitive occasions.

Commercial content should not promote unsafe behaviour, exploit personal insecurities, present unhealthy body ideals as desirable or suggest that wellbeing depends on appearance. Significant digital alterations to body shape, size or skin in advertisements should be disclosed. Content should also avoid offensive stereotypes and portray persons with disabilities respectfully, without using disability for ridicule, pity or inspiration in a way that disregards the person's perspective and agency.

Particular care is needed when promoting products for weight loss, appetite suppression or rapid body transformation. The content should not suggest that these products can replace a healthy diet, promise guaranteed or unusually fast results, or make extreme or disordered eating seem normal.

8. Promotions, Contests and Engagement Mechanics

Contests, giveaways and referral campaigns should clearly explain their important terms and conditions. Organisers should use the selection method they promised and award the advertised prizes within a reasonable time.

A promotion requiring a purchase to enter, with a winner selected at random, may be considered a lottery or gambling unless there is a genuine free-entry option or the outcome is largely based on skill. Promotions should also comply with the relevant platform's terms of service.

9. News-like Content and Authentic Engagement

Influencers who share news-like content, allegations, videos of public incidents or community alerts should check the information before publishing it. They should not present themselves as journalists, media organisations, official sources or public authorities if they are not. If the information comes from personal observation, someone else's claim, an anonymous tip or an unverified source, that should be made clear.

Edited or out-of-context footage should not be shared in a way that could mislead people. Influencers should also avoid speculative claims about crime, death, suicide, abuse, religion, race or public safety. Particular care is needed when content involves children, victims or private individuals. Graphic or humiliating material should not be

published without a genuine public-interest reason, and content should not encourage harassment, doxxing, vigilantism or mob retaliation.

Errors should be corrected promptly. Any payment or political connection should be disclosed. Fake followers, likes, views, purchased comments and fabricated testimonials should not be used to make a person or campaign appear more popular or trusted than it really is.

10. Shared Responsibility, Correction and Complaints

Influencers should not carry the responsibility alone. Brands and agencies also shape campaign briefs, claims, approvals, training, monitoring and corrections. Clear written agreements and reasonable records can help everyone understand their role and address problems when they arise.

If problematic content has already been published, everyone involved should respond promptly and appropriately. This may involve clarifying a disclosure, amending or removing the content, informing the other parties and improving the process that led to the problem.

Where possible, a complaint should first be raised with the relevant influencer, brand or agency. If it cannot be resolved, it may be referred to the Content Forum's Complaints Bureau without affecting any other legal or regulatory options.

Platforms also have a practical role. They should provide accessible tools that help people identify commercial content and respond to credible reports of undisclosed or misleading advertising. This sits alongside their other responsibilities under the Content Code and the Online Safety Act 2025.

11. Other Legal and Practical Matters

Influencer marketing can also raise questions about copyright, trademarks, privacy, personal data, defamation and the use of AI. Influencers, brands and agencies should make sure they have permission before using someone else's music, footage, images or brand materials.

Personal information collected through giveaways, contests or affiliate tracking should be handled carefully and in line with data protection requirements. Campaigns that reach people outside Malaysia may also need to follow the rules that apply in those countries.

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To make the Guidelines easier to use, the Draft includes a quick disclosure checklist and a list of Malaysian laws, codes and sector guidelines that may apply. The list is not meant to cover every requirement and should be read together with Appendix II of the Content Code.

C. FEEDBACK

CMCF would like to hear from you. You do not need legal, regulatory or industry knowledge to take part. Short scenarios are included to make the proposals easier to consider. You may answer every question or only those that are relevant to you.

Privacy note: Any personal information you choose to provide will be handled in accordance with applicable data protection requirements and the Content Forum's privacy practices.

I. About You

1. Which best describes how you are responding today?

Select one.

☐ Academic, researcher or professional
☐ Advertising, media, talent or influencer agency / representative
☐ Brand / advertiser
☐ Civil society / consumer organisation
☐ Digital platform or online service provider
☐ Government / regulator / public body
☐ Influencer or content creator

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☐ Member of the public / consumer

☐ Other

2. What is your age range?

Select one.

☐ Below 18 years old	☐ 18–24 years old
☐ 25–34 years old	☐ 35–44 years old
☐ 45–54 years old	☐ 55–64 years old
☐ 65 years old and above	☐ Prefer not to say

Note: If you are below 18 years old, please obtain permission from your parent or guardian before continuing with this consultation.

3. How much of the proposed Influencer Guidelines have you read?

Select one.

☐ All or most of the Guidelines
☐ The Parts most relevant to me
☐ A summary or selected extracts
☐ I have not read the Guidelines yet

II. Overall Approach

4. Please indicate how far you agree with the following statements:

a) Malaysia would benefit from clear standards on influencer marketing and brand collaborations.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

b) The proposed Guidelines are generally clear enough for people to understand what responsible influencer marketing should look like.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

c) The proposed Guidelines strike an appropriate balance between protecting audiences and allowing creators and brands to communicate creatively.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

III. When Disclosure Should Be Required

Scenario A: A gifted product with an expected post

A skincare brand sends an influencer a free product together with a suggested posting date and campaign message. No cash is paid. The influencer posts positively about the product.

Scenario B: An unsolicited gift with no arrangement

A coffee brand sends an influencer a bag of coffee with no request to post, no content brief, no approval right and no prior arrangement. The influencer later mentions that they genuinely enjoyed it.

5. Which approach best reflects your view of these two situations?

a) In Scenario A, the influencer should clearly disclose the commercial connection even though no cash was paid.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

b) In Scenario B, disclosure should not normally be required if there was genuinely no expectation or arrangement to post.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

IV. What Good Disclosure Should Look Like

Scenario C: The language of the disclosure

An influencer speaks in Cantonese throughout a sponsored skincare video and gives a discount code. The only disclosure is a small English 'Ad' label in the video description.

6. Please indicate how far you agree with the following proposed disclosure standards:

a) Where disclosure is required, it should be clear and easy to notice from the start, using labels such as 'Ad', 'Advertisement', 'Paid Partnership' or 'Sponsored', rather than relying only on a brand tag, 'thanks', 'collab' or a disclosure hidden later in the caption.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

b) In Scenario C, the commercial connection should also be disclosed in a way that viewers following the Cantonese content are likely to understand, for example through a spoken or on-screen disclosure in that language.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

V. Truthful Endorsements and Use of AI

Scenario D: An edited result

An influencer is paid to promote a fitness supplement. Before posting, the influencer uses an editing app to make their waist visibly slimmer, creating a stronger 'result' than the original image shows.

7. Please indicate how far you agree with the following proposed standards:

a) Influencers should only claim personal experience with a product or service if they have genuinely used or experienced it.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

b) Objective or scientific-sounding claims should be capable of being supported with evidence.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

c) Virtual or AI-generated influencers should be clearly identified where audiences could otherwise believe they are real people.

☐ Strongly agree	☐ Agree
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☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

d) Material AI editing or digital alteration should be disclosed where it changes how a product result, body shape, skin appearance, testimonial or apparent user experience is understood.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

e) In Scenario D, the digital alteration should be clearly disclosed in the content.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

VI. Children and Sensitive Products

Scenario E: Advertising to young children

A creator whose videos are watched mainly by young children posts a sponsored toy-unboxing video. A small 'Ad' label appears once for two seconds, but the sponsorship is not otherwise explained.

Scenario F: Children as recurring content creators

A monetised family channel films a staged prank in which a child is falsely told that a beloved pet has been given away. The child's distress is kept in the final video to drive views, even though the prank is later revealed.

8. Please indicate how far you agree with the following proposed safeguards:

a) Child-facing advertising may need a more immediate and age-appropriate disclosure, such as a simple spoken explanation that the brand provided the product for the video.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

b) Monetised content should not deliberately provoke a child's fear, distress, embarrassment or humiliation for engagement.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

c) Extra care should apply when influencers promote sensitive or regulated products or services, such as health products, financial products, alcohol, gambling, cosmetic procedures, weight-management products or legal services.

☐ Strongly agree	☐ Agree
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☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

VII. Responsible Influence and Public Trust

9. Please indicate how far you agree with the following proposed standards:

a) Commercial content should not falsely imply religious approval or halal certification, or exploit religious belief or trust to sell a product.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

b) Commercial content should avoid harmful racial, ethnic or gender stereotypes and should not mock or ridicule persons with disabilities.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

c) Influencer marketing should not encourage unsafe or seriously harmful behaviour that followers may imitate.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree

☐ Strongly disagree	☐ Not sure
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d) Fake followers, fake likes, purchased comments, fabricated testimonials and other false popularity signals should not be used to make an influencer or campaign appear more credible or popular than it really is.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree
☐ Strongly disagree	☐ Not sure

VIII. News-like and Public-interest Content

The proposed Guidelines also address influencers who publish or amplify news-like content, public-incident footage, allegations, community alerts or other public-interest information. The standards cover verification, privacy, protection of children and victims, corrections, and the avoidance of harassment or mob behaviour.

Scenario G: Sharing an alleged school incident

An influencer reposts an unverified video alleging that a child was bullied at school. The child's face, full name, school crest and class details are visible. The post asks followers to identify and confront the people involved.

10. What is your view of the proposed approach to news-like or public-interest content?

a) In Scenario G, the influencer should take reasonable steps to verify the information, protect the child's identity and avoid encouraging harassment or retaliation.

☐ Strongly agree	☐ Agree
☐ Neither agree nor disagree	☐ Disagree

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☐ Strongly disagree

☐ Not sure

b) Where should these standards sit?

☐ They are appropriately included and should guide influencers whenever they publish this type of content

☐ They should apply only where the content is commercially connected or sponsored

☐ They are important, but would be better addressed in a separate guideline or instrument

☐ They should not be included

☐ Not sure

IX. Shared Responsibility

Scenario H: A brand brief contains an unsupported claim

A brand instructs an influencer to say that a product is 'clinically proven to work in seven days'. The influencer repeats the claim without asking for supporting evidence, and the agency approves the post.

11. Which statement best reflects your view on responsibility in Scenario H?

Select one.

☐ Responsibility should rest mainly with the influencer because they published the claim

☐ Responsibility should rest mainly with the brand because it supplied the claim

☐ Responsibility should rest mainly with the agency because it approved the content

☐ The influencer, brand and agency should each be accountable for the part they played

☐ Not sure

X. Overall Feedback

12. Overall, what is your view of the proposed Influencer Guidelines?

Select one.

☐ I support the Guidelines as drafted

☐ I generally support the Guidelines, with some changes or clarifications

☐ I support the overall objective, but think significant changes are needed

☐ I do not support the proposed Guidelines

☐ Not sure / need more information

13. Which areas, if any, most need further work or clarification?

Select up to three. Optional.

☐ What counts as influencer marketing / commercial connection

☐ Disclosure and transparency

☐ Truthful claims and endorsements

☐ Artificial intelligence / virtual influencers / digital alteration

☐ Children and kidfluencers	☐ Sensitive or regulated products and services
☐ Age-restricted or unsuitable products	☐ Cultural, religious and community considerations
☐ Body image, stereotypes and disability	☐ Contests, giveaways and engagement mechanics
☐ News-like or public-interest content	☐ Fake engagement and fabricated popularity
☐ Responsibilities of influencers, brands and agencies	☐ Complaints and enforcement
☐ Legal and cross-border issues	☐ Checklists and reference materials
☐ Other	☐ None / no major changes needed

14. Is there any part of the proposed Guidelines that you think should be changed or clarified? Please tell us what and why.

Optional. You may refer to a Part or paragraph number if useful.

Comments:

15. Is there any important issue relating to influencer marketing that you think the proposed Guidelines have not addressed?

Optional.

Comments:

XI. Additional Questions for Industry Participants

For respondents who selected Influencer or content creator, Brand or advertiser, Agency or representative, or Digital platform or online service provider in Question 1.

11. Which requirements, if any, do you expect would be most difficult to apply consistently in practice?

Select up to three.

☐ Knowing when a commercial or material connection requires disclosure	☐ Placement, format or language of disclosure
☐ Disclosure in video, audio or livestream content	☐ Accessibility of disclosures
☐ Claims substantiation and evidence	☐ AI / synthetic media disclosure
☐ Child-facing content and kidfluencers	☐ Sensitive or regulated sectors

☐ Audience suitability and age restrictions	☐ Cultural or community considerations
☐ Record-keeping / campaign documentation	☐ Responsibility between influencer, brand and agency
☐ Monitoring and corrective action	☐ None of these
☐ Other	

I2. Are the respective responsibilities of influencers, brands and agencies clear enough to support practical compliance?

Select one.

☐ Yes, very clear
☐ Mostly clear
☐ Some areas need clarification
☐ No, significant clarification is needed
☐ Not sure

I3. What practical support would be most useful when the Guidelines are implemented?

Select all that apply.

☐ One-page disclosure guide	☐ Examples of compliant and non-compliant posts
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☐ Suggested disclosure wording in commonly used Malaysian languages	☐ Checklist for influencers before posting
☐ Checklist for brands and agencies before approving campaigns	☐ Sample influencer-brand agreement clauses
☐ Guidance for livestreams and affiliate marketing	☐ Guidance for campaigns involving children
☐ Guidance for AI / virtual influencers / edited content	☐ Training or briefing sessions
☐ Frequently Asked Questions	☐ Other

XII. Optional Follow-up Details

Organisation name (if responding on behalf of an organisation)

Organisation:

May the Content Forum contact you if clarification of your feedback would be helpful?

Select one.

☐ Yes

☐ No

Email address (if you selected 'Yes')

Email:

D. SUBMISSION AND CONTACT DETAILS

NAME :
ORGANISATION :
EMAIL:

How to Submit

You may submit your response online via SurveyMonkey by scanning the QR code below. Alternatively, complete the questionnaire in Part C and email the completed consultation paper to haveyoursay@contentforum.my before the consultation closes.

Consent to Quote

Please tick the box below if you consent CMCF to quote your response and attributed to you in future publications.

☐ **I consent to my response being quoted in CMCF's future publications.**

If you have any questions or require further information about this consultation paper or the Draft Guidelines, please contact haveyoursay@contentforum.my.

E. ATTACHMENT

Influencer Guidelines Working Draft: Principles and Standards for Responsible Influencer Marketing and Brand Collaborations.

INFLUENCER GUIDELINES

Principles and Standards for Responsible Influencer Marketing and Brand Collaborations

***A supplementary guideline to be read together with the Malaysian Communications
and Multimedia Content Code (Third Edition, registered 30 May 2022)***

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PART 1: INTRODUCTION

1.0 Preamble

1.1 Influencer marketing has become one of the most significant forms of commercial communication in Malaysia's digital content and advertising environment. It shapes how products, services and brands are introduced to the public, and increasingly influences how audiences discover, assess and respond to commercial messages.

1.2 When carried out responsibly, influencer marketing supports informed consumer choice, meaningful engagement and credible communication between brands and audiences. It creates value for influencers, brands, agencies, platforms and the wider digital economy.

1.3 At the same time, the personal and persuasive nature of influencer content carries greater risk when handled without sufficient care. Where the commercial nature of a post is unclear, where claims go too far, or where content is unsuitable for its likely audience, the result may be confusion, consumer harm, loss of trust, and unnecessary reputational or regulatory risk.

1.4 These Guidelines are not intended to restrict creativity. They are intended to support clearer, fairer and more responsible influencer marketing practices in Malaysia, and to help influencers and their commercial partners make better decisions before content is published, manage collaborations with confidence, and strengthen public trust in responsible digital advertising.

1.5 As digital practices continue to evolve, responsible influencer marketing will continue to require both creativity and care. Content that endures is not only engaging, it is also clear, fair, appropriate and worthy of the trust placed in it by audiences.

2.0 Purpose and Objectives

2.1 These Guidelines provide practical guidance on responsible influencer marketing for influencers, brands, agencies and other parties involved in commercial collaborations conducted over the networked medium in Malaysia.

2.2 The specific objectives of these Guidelines are to:

- (a) Give practical effect, in the influencer marketing context, to the General Principles and the Advertisement (Marketing Communications) provisions of the Content Code;¹
- (b) Provide clear, workable standards on disclosure and transparency that reflect current international best practice and Malaysian consumer expectations;

¹ Content Code, Part 3 (Advertisement (Marketing Communications)).

- (c) Support influencers, brands and agencies in identifying and managing the particular risks associated with influencer marketing, including those relating to children, vulnerable audiences, sensitive sectors, artificial intelligence and cross-border collaborations; and
- (d) Promote accountability, fair dealing and self-regulation across the influencer marketing ecosystem, consistent with the self-regulatory philosophy underpinning the Content Code.²

3.0 Scope and Application

3.1 These Guidelines apply to influencer-brand collaborations carried out over the networked medium, including but not limited to social media posts, stories, reels, livestreams, short-form and long-form video, audio content, podcasts, blog content, affiliate content, owned e-commerce storefronts and other creator-led digital formats.

3.2 These Guidelines should be read together with:

- (a) the Content Code, in particular Part 2 (Guidelines on Content) and Part 3 (Advertisement (Marketing Communications));³
- (b) applicable Malaysian laws, regulations and sectoral guidelines, as set out in Appendix II; and
- (c) the terms of service, community standards and disclosure tools of the relevant platform.

3.3 These Guidelines are not intended to replace legal obligations. Compliance with the Content Code, of which these Guidelines form a part, is voluntary in the manner described in Part 1, paragraph 6.0 of the Content Code, but may nonetheless serve as a defence against prosecution, action or proceeding under section 98(2) of the Communications and Multimedia Act 1998, and does not relieve any party of the need to comply with all applicable Malaysian laws.⁴

3.4 As technology, content formats and marketing practices continue to evolve, these Guidelines may be reviewed and updated from time to time in accordance with Part 8, paragraph 12.0 of the Content Code.

3.5 While these Guidelines are principally directed at Content connected to a commercial relationship, in accordance with the definition of Influencer Marketing set out in Part 1, paragraph 5.0, the Content Forum encourages Influencers to have regard to the standards

² Content Code, Part 8, paragraph 1.0 (self-regulation as the guiding principle of Code administration).

³ Content Code, Part 2 (Guidelines on Content) and Part 3 (Advertisement (Marketing Communications)).

⁴ Communications and Multimedia Act 1998, s. 98(2); Content Code, Part 1, paragraph 6.0.

reflected in these Guidelines more broadly in their content-creation practice, including where a particular item of Content is not commercially connected. This reflects the Content Forum's broader interest, consistent with Part 2 of the Content Code, in supporting responsible and trustworthy content across the industry.

4.0 Who These Guidelines Apply To

4.1 These Guidelines apply to Influencers, content creators, Virtual Influencers, brands, Advertisers, agencies, talent representatives, affiliate networks and other parties involved in planning, approving, publishing or benefiting from influencer marketing content.

4.2 Responsibility does not rest on one party alone:

- (a) Influencers are responsible for how they communicate with their audience and for the accuracy of the disclosures they make;
- (b) Brands and agencies are responsible for how collaborations are structured, briefed, approved and monitored; and
- (c) all parties should take reasonable steps to ensure that commercial content is transparent, truthful, suitable and socially responsible, consistent with paragraph 1.3 of Part 3 of the Content Code.⁵

5.0 Definitions and Interpretation

5.1 Unless otherwise defined below, words and phrases used in these Guidelines bear the same meaning as in the Content Code and the Communications and Multimedia Act 1998.

Advertiser, Advertisement, Consumer, Content, Digital Media, Marketing Communications, Network, Online, Social Media, Virtual Influencer and Young Children have the meanings given to them in Part 1, paragraph 5.0 of the Content Code.

Influencer means person(s) or group(s) who, either in a personal capacity, share their own independent opinions or are engaged and paid by Advertisers (either in cash or other consideration) to advertise products or services on their own social media channels because of their social media influence on Consumers, as defined in the Content Code.⁶

Influencer Marketing means Content created or shared by an Influencer in connection with a commercial relationship with a brand, product, service, campaign or business interest, in exchange for payment in cash or another reciprocal arrangement in lieu of cash.

⁵ Content Code, Part 3, paragraph 1.3.

⁶ Content Code, Part 1, paragraph 5.1 (definition of "Influencer").

Finfluencer means an Influencer whose Content relates to capital market products or services, including shares, unit trusts, derivatives, digital assets or forex trading platforms, and who is separately subject to regulation by the Securities Commission Malaysia in that capacity.

Material Connection means any relationship between an Influencer and a brand (whether financial, personal, family, employment or otherwise) that could reasonably be expected to affect the weight or credibility that a Consumer gives to the Influencer's statements or endorsement.⁷

Disclosure means a clear statement made by an Influencer, or on the Influencer's behalf, indicating that Content is Advertisement or Marketing Communications, made in accordance with Part 4 of these Guidelines.

Synthetic Media means Content that has been generated, materially altered or enhanced using artificial intelligence or comparable technology, including AI-generated personas, voices, likenesses or performance results.

6.0 Relationship with the Content Code and Malaysian Law

6.1 These Guidelines elaborate upon, and do not derogate from, Part 3 (Advertisement (Marketing Communications)) of the Content Code, in particular paragraph 6.0 (Identifying Advertisers and Recognising Advertisements), which already requires that Advertisements or Marketing Communications involving third parties engaged under a commercial arrangement, including on social media, be clearly disclosed.⁸

6.2 All influencer Content remains subject to the General Requirements in Part 2 of the Content Code (including the guidelines on indecent, obscene, false, menacing and grossly offensive Content) and to the general guidelines on Advertisements in Part 3.

6.3 These Guidelines operate alongside the Online Safety Act 2025 and the Communications and Multimedia (Amendment) Act 2025, both of which impose separate duties on licensed platforms to mitigate the risk of users being exposed to harmful content, including content that is indecent, obscene, false, menacing or grossly offensive. Nothing in these Guidelines limits the operation of those Acts.⁹

6.4 Nothing in these Guidelines limits the jurisdiction of the Complaints Bureau under Part 8 of the Content Code, or the application of the Communications and Multimedia Act 1998, the Consumer Protection Act 1999, the Trade Descriptions Act 2011, the Personal Data

⁷ FTC, *Disclosures 101 for Social Media Influencers*; 16 C.F.R. § 255.0(f) (definition of "material connection").

⁸ Content Code, Part 3, paragraph 6.3.

⁹ Online Safety Act 2025 (Act 866); Communications and Multimedia (Amendment) Act 2025 (Act A1743).

Protection Act 2010 or any other applicable Malaysian law, each as further described in Appendix II.

PART 2: WHAT COUNTS AS INFLUENCER MARKETING

1.0 Commercial Relationships and Material Connections

1.1 Influencer Marketing includes paid partnerships, sponsored Content, gifted products, affiliate links or codes, event invitations, hospitality, commissions, discounted services, long-term brand ambassadorships, owned-brand promotions, investor relationships, or any other arrangement in which the Influencer receives a benefit or has a Material Connection that may affect how the audience understands the Content.

1.2 A post remains Advertisement (even where it looks personal, casual or entertaining) wherever a commercial relationship or Material Connection is involved. This mirrors the approach taken by consumer protection and advertising regulators internationally, which treats tagging a brand, wearing sponsored apparel, or expressing aspirational enthusiasm about a product as capable of constituting an endorsement requiring disclosure.¹⁰

2.0 Own-Brand and Connected-Party Promotions

2.1 These Guidelines also apply where an Influencer promotes a product, service or business in which the Influencer has a personal, commercial or financial interest, including where the Influencer is the owner, co-founder, employee, director, shareholder, investor, long-term representative or family member of the business or brand.

2.2 Influencers promoting their own brand or products in which they have a stake fall within the scope of advertising disclosure rules.¹¹ Such Content may still require clear indication of the relevant connection where that connection would matter to how the audience understands the message.

Illustration

An Influencer who co-owns a coffee brand posts about her own coffee without stating her ownership stake. This would not comply with paragraph 2.2, as the audience is likely to assume this is an independent recommendation when in fact the Influencer benefits directly from sales.

¹⁰ FTC, *FTC's Endorsement Guides: What People Are Asking* (www.ftc.gov/business-guidance/resources/ftcs-endorsement-guides-what-people-are-asking), on tagging and aspirational endorsements.

¹¹ ASA/CAP, *Updated Guidance for Influencer Marketing* (www.asa.org.uk/news/updated-guidance-for-influencer-marketing.html).

By contrast, the same Influencer posting about a friend's unrelated bookshop, where she has no financial interest and receives no benefit, would not require disclosure under this paragraph.

PART 3: GENERAL PRINCIPLES FOR RESPONSIBLE BRAND COLLABORATIONS

1.1 Influencer marketing should be approached with care, honesty and a proper sense of responsibility. At a minimum, commercially connected Content should be:

- (a) clear about its advertising nature;
- (b) truthful and not misleading;
- (c) appropriate for the likely audience;
- (d) sensitive to cultural and social considerations, consistent with Part 2, paragraph 6.0 of the Content Code; and
- (e) consistent with applicable legal and regulatory standards.

1.2 All influencer Content is subject to standard advertising regulation under Part 3 of the Content Code. Brands and creators must not use influencer marketing as a means of publishing claims or Content that would not be acceptable in conventional advertising.¹²

PART 4: CLEAR DISCLOSURE AND TRANSPARENCY

4.1 When Disclosure Is Needed

4.1.1 Disclosure is generally needed wherever an Influencer has received payment or any other benefit in connection with Content, or where a Material Connection to the brand exists that may affect how the audience understands the message.

4.1.2 This includes, but is not limited to, payment, free products, complimentary services, hospitality, commissions, referral rewards, business or agency relationships, employment ties, ownership or investment interests, and personal or family relationships connected to the brand, product, service or business being promoted.

4.1.3 Where a brand provides a product, trip, event access or hospitality, the Influencer must not minimise the arrangement so as to suggest that the item was purchased independently or that the review is entirely unconnected to the brand.¹³

¹² Content Code, Part 3, paragraph 1.3, read together with paragraph 3.1.

¹³ FTC, *Disclosures 101 for Social Media Influencers*.

4.1.4 Where an Influencer is genuinely sharing an opinion about a product or service they bought and happen to like, and no Material Connection exists, no disclosure is required.¹⁴

Illustration

A brand sends an Influencer a bag of coffee beans with no request, expectation, brief, approval right or prior arrangement attached. The Influencer later mentions that they enjoyed the coffee in a post. In these circumstances, disclosure may not be required under paragraph 4.1.4, as the mention appears to arise from the Influencer's independent experience rather than from a Material Connection or expected promotion.

By contrast, where the same brand sends the coffee beans together with a content brief, requested posting date, campaign hashtag, suggested message, approval requirement or understanding that the Influencer will feature the product, the Content is Advertisement and should be disclosed under paragraph 4.1.1, even if no cash payment was made.

The key question is not whether money changed hands, but whether there is a connection that would matter to how the audience understands the post.

4.2 What Good Disclosure Looks Like

4.2.1 Disclosure should be clear, prominent, and made early enough for the audience to understand the commercial nature of the Content without having to guess. The audience should not need prior knowledge of the Influencer's relationship with the brand to understand that the Content is Advertisement.

4.2.2 Disclosure should **not** be:

- (a) hidden in small text;
- (b) buried in a cluster of hashtags;
- (c) placed where it is easily missed, such as only in a bio, profile page or previous post;
- (d) accessible only by clicking "read more" or similar; or
- (e) delayed until after the audience has already substantially engaged with the Content.¹⁵

¹⁴ ASCI, *Guidelines for Influencer Advertising in Digital Media* (2021), para. 1.1(d).

¹⁵ FTC, *Disclosures 101 for Social Media Influencers*.

4.2.3 Simple and clear primary labels (with or without hashtags) should be used, such as: **Ad, Advert, Advertisement, Advertising, Paid Partnership** or **Sponsored**.

4.2.4 Additional labels explaining the nature of the relationship between the Influencer and the brand — for example **Affiliate, Gifted, Ambassador, [Brand] Partner** or **Working With [Brand]** — may be used, but only *after*, and *separate* from, the primary Ad/Advertisement label. Vague or ambiguous terms such as “sp”, “spon”, “collab” or a stand-alone “thanks” should be avoided, as these are insufficient to convey commercial intent on their own.¹⁶

Illustration

A caption reading "thanks @Brand ❤️ loved this" does not satisfy paragraph 4.2.4, as "thanks" alone does not convey that the post is Advertisement. The same post captioned "Ad – Paid Partnership with @Brand" would satisfy the requirement, as the commercial nature of the post is immediately clear.

4.2.5 Tagging the brand or casually thanking the brand is not, by itself, sufficient disclosure. A disclosure should not depend solely on a profile bio, a previous post, or a platform setting that may not be visible in context.¹⁷

4.3 Built-In Disclosure Tools

4.3.1 Where a platform provides a built-in disclosure tool (such as a “Paid Partnership” or ‘Branded Content’ label), that tool may assist but should not be relied on exclusively. If the platform label is not sufficiently clear, prominent, persistent across reposts, or visible on all devices, an additional disclosure should be included within the Content itself.¹⁸

4.4 Language of Disclosure

4.4.1 Disclosure should be made in the same language as the endorsement or promotional message itself.¹⁹

4.4.2 Where Content is presented in more than one language, whether through mixed-language captions, dubbing, subtitles, or code-switching within a single video or post, disclosure should be given in each language used, or in a form that would reasonably be

¹⁶ ASA/CAP and Competition and Markets Authority, joint influencer guidance (March 2023 update); ASCI, *Guidelines for Influencer Advertising in Digital Media* (2021), TikTok Branded Content Policy, which likewise treats vague or informal terms as insufficient to satisfy its commercial content disclosure requirement.

¹⁷ ASA rulings cited in ASA/CAP, *Recognising Ads: Social Media and Influencer Marketing*, including Sony Interactive Entertainment Europe Ltd t/a Playstation (21 December 2022) and Prettylittlething.com Ltd (7 April 2021).

¹⁸ FTC, *Disclosures 101 for Social Media Influencers*; ASA/CAP, *Recognising Ads: Social Media and Influencer Marketing*.

¹⁹ ASCI, *Guidelines for Influencer Advertising in Digital Media* (2021); cf. Content Code, Part 3, paragraph 6.3(c).

understood by an ordinary member of the audience regardless of which language segment they primarily follow.

4.4.3 Where a disclosure is translated from one language to another, the translation should preserve the clarity and immediacy of the original disclosure and should not be diluted, softened, or rendered ambiguous through translation. Vague or informal vernacular equivalents should be avoided in the same way that vague shorthand such as "sp" or "collab" is avoided under Part 4.2.4.

4.4.4 Having regard to Malaysia's linguistic diversity, where Content is directed at or is likely to reach audiences who converse in Bahasa Malaysia, Mandarin, Tamil, English, or other languages and dialects commonly used in Malaysia — including languages predominantly used in Sabah and Sarawak — Influencers and brands should consider whether a disclosure made in only one language is sufficient having regard to the likely audience.

4.4.5 Where the spoken language of a video or audio post differs from the language of any on-screen text or caption, the disclosure should be presented in a manner consistent with how the promotional message itself is primarily conveyed. For example, where an Influencer speaks the endorsement aloud in one language but the captions are in a different language, an audible disclosure in the spoken language should be given, in addition to any disclosure shown in the caption. A disclosure appearing only as text in a language different from the spoken endorsement is not sufficient on its own.

Illustration

An Influencer posts a video in which she speaks entirely in Cantonese, recommending a skincare product and mentioning a discount code provided by the brand. The on-screen captions, generated automatically by the platform, are in English and do not include any disclosure. A small "Ad" label appears once, in English, in the video description.

This would not satisfy paragraph 4.4.5. The endorsement itself, i.e. the spoken recommendation and the discount code, is delivered in Cantonese, but no disclosure is given in Cantonese, whether spoken or as an on-screen caption. A viewer following the spoken content, which is where the promotional message actually sits, is unlikely to see the English-language disclosure in the description. The Influencer should instead disclose the paid partnership audibly in Cantonese, or through a clear Cantonese-language on-screen caption placed prominently within the video itself.

4.5 Identifying the Brand

4.5.1 Where the identity of the sponsoring or connected brand may not otherwise be clear, the disclosure should make that sufficiently clear. A generic statement that something was gifted, sponsored or complimentary may be insufficient if it does not identify who provided the benefit.

4.6 Disclosure in Each Relevant Post

4.6.1 Disclosure should be included in each item of Content that would reasonably be viewed as commercial Content on its own. It should not be assumed that the audience will see earlier posts, profile descriptions, pinned disclosures, highlights or other surrounding Content.

4.7 Video, Audio and Livestream Formats

4.7.1 Where the endorsement is made in video, audio or livestream Content, disclosure should be adapted to the format and sufficiently prominent for ordinary users to notice.

4.7.2 Where the promotional message is conveyed visually, disclosure should be made visually; where it is conveyed audibly, disclosure should also be made audibly. In livestreams or other extended real-time Content, disclosure should be repeated at reasonable intervals so that viewers joining partway through are not likely to miss it, for example, announced at the start and end of the broadcast and, for audio content, before and after each break.²⁰

4.7.3 As a matter of good practice, video disclosure labels should remain visible for a duration proportionate to the length of the video, so that viewers who join partway through, or who skip ahead, are still likely to see the disclosure.²¹

4.7.4 Livestreams often use countdowns, stock alerts and repeated calls to buy now. These techniques should only be used where they are true²². In particular, Influencers and brands should not:

- (a) say that stock is almost gone, or that a price or offer will end soon, unless this is actually true at the time it is said;
- (b) use a countdown timer that resets, or repeat "last chance" messaging after it is no longer accurate;
- (c) claim a certain number of people are buying or watching, where this is false or cannot be verified; or

²⁰ ASCI, *Guidelines for Influencer Advertising in Digital Media* (2021), on manner of disclosure for livestreams and audio media.

²¹ ASCI, *Guidelines for Influencer Advertising in Digital Media* (2021), on-screen duration requirements for video disclosure labels.

²² Content Code, Part 3, paragraph 4.12(e) of the Content Code, FTC, *Bringing Dark Patterns to Light* (Staff Report, September 2022), State Administration for Market Regulation and Cyberspace Administration of China, rules on livestream e-commerce (2021, revised in draft 2025)

(d) repeat "buy now" messaging continuously, in a way designed to rush the decision rather than genuinely inform the viewer of a real time-limited offer.

Illustration

A host says "only 3 left, hurry!" repeatedly over 40 minutes, while restocking the same item several times, and shows a countdown timer that resets each time it hits zero. This breaches paragraph 4.7.4 — the urgency being shown to viewers is not real.

4.8 Visibility and Placement

4.8.1 Disclosure should be placed close to the endorsement and in a position where it is likely to be seen before or at the time the audience engages with the promotional message.

4.8.2 Disclosure must **not** be obscured by interface features, buttons, stickers, hyperlinks, low-contrast text, crowded graphics, truncated captions or other visual clutter.

4.8.3 Reasonable care should be taken to ensure that disclosure remains visible across common devices, screen sizes and viewing settings, and remains accessible in terms of size, contrast, duration, legibility and audibility, depending on the format used. Disclosure should not rely on fleeting, faint, obscured or difficult-to-hear presentation where this would materially reduce audience understanding.

4.9 Affiliate Marketing

4.9.1 Affiliate Content should be treated as commercial Content. Where an Influencer earns a commission or other benefit from a purchase made through a link, code or referral mechanism, that fact should be disclosed clearly, wherever the affiliate link or code appears, and should make clear that the Influencer may benefit if the audience takes action.²³

4.10 Accessible Disclosure

4.10.1 Disclosure should be perceivable by persons with disabilities, and should not rely solely on a form of presentation that is inaccessible to them.

4.10.2 Where disclosure is conveyed audibly under paragraph 4.7.2, a corresponding text-based disclosure or caption should also be provided, so that the disclosure is accessible to viewers who are deaf or hard of hearing.

4.10.3 Where disclosure is presented as an image-based graphic or overlay without underlying selectable text, alternative text or an accompanying caption should be provided, so that the disclosure can be perceived by users relying on screen readers.

²³ ASA/CAP, *Recognising Ads: Social Media and Influencer Marketing*, section on affiliate marketing.

4.10.4 Reasonable care should be taken to ensure that text-based disclosure has sufficient size and colour contrast to be perceivable by users with low vision.

Before posting, ask:

- Did I receive payment, gifts, commission, hospitality or another benefit?
- Would a new viewer immediately know this is advertising?
- Is the disclosure early, clear and easy to understand?
- If I used a platform tool, is it actually visible and enough on its own?
- If my disclosure is spoken, have I also captioned it? Is it accessible to someone using a screen reader?

PART 5: HONEST REPRESENTATION, CLAIMS AND ENDORSEMENTS

5.1 Genuine Views

5.1.1 Influencers should only provide views or endorsements that reflect their actual opinion and genuine experience. Content should not be presented as based on personal use where the Influencer has not in fact used or experienced the product or service. An endorser cannot make a claim about a product they have not actually used, and cannot represent a product favourably if their honest opinion is unfavourable.²⁴

5.2 Truthful Claims

5.2.1 Content should accurately represent the product or service and should not exaggerate performance, overstate benefits, or make objective claims that cannot be substantiated. Where a claim may reasonably be understood as factual, the brand should be able to substantiate it properly.

5.2.2 Influencers should take particular care when repeating statements that sound scientific, technical, guaranteed or otherwise authoritative.

5.3 Material Omissions

5.3.1 Content may also mislead where important information is left out. Influencers and brands should consider whether anything significant has been omitted that could materially affect how the audience understands the message, including key limitations, conditions or important context.

Before publishing, ask:

- Have I actually used this product if I am speaking from personal experience?

²⁴ FTC, 16 C.F.R. § 255.1 (endorsements must reflect the honest opinions, findings, beliefs or experience of the endorser).

- Am I sharing an opinion, or making a factual claim?
- Can the brand support this claim?
- Could the wording exaggerate results or leave out something important?

5.4 Statements About Competitors

5.4.1 Where an Influencer has a Material Connection with a brand, that connection should be considered when making negative, comparative or dismissive statements about competing products or services. Influencers should not present criticism of a competing brand as independent or neutral where a commercial relationship exists that may materially affect how the audience understands the comment²⁵.

Illustration

An Influencer with a paid partnership with Brand A posts a video describing a competing Brand B product as "overpriced junk that doesn't even work," without disclosing the Brand A partnership. This would not comply with paragraph 5.4.1, as the audience is likely to understand the criticism as an independent opinion when it may in fact be influenced by the commercial relationship with Brand A.

5.5 Results, Demonstrations and Testimonials

5.5.1 Content should not present exceptional, edited or unrepresentative results in a way likely to lead audiences to believe such results are ordinary, typical or generally expected,²⁶

5.5.2 Demonstrations, testimonials, before-and-after Content and personal success stories should be used with particular care. Where the result shown depends on unusual circumstances, additional products, significant effort, specialist supervision, or outcomes not generally achievable by ordinary users, that should not be obscured.

5.6 Direct Selling by Influencers

5.6.1 Where Influencers sell goods or services directly to Consumers under their own name, shopfront, channel or account, additional care is needed. In such cases the Influencer may also be acting as a seller or trader under the Consumer Protection Act 1999 and the Consumer Protection (Electronic Trade Transactions) Regulations 2012, and should provide material information accurately and clearly, including relevant details about the product or service, price, key terms, delivery arrangements, returns or refund rights where applicable, and the identity of the responsible seller.²⁷

²⁵ Content Code, Part 3, paragraph 4.14

²⁶ Content Code, Part 3, paragraph 4.9

²⁷ Consumer Protection Act 1999; Consumer Protection (Electronic Trade Transactions) Regulations 2012.

5.6.2 Influencers should not present direct sales Content in a way that obscures who is selling the product or who is responsible for fulfilment.

5.7 Disclaimers Are Not a Cure-All

5.7.1 A disclaimer should not be used to correct or soften an overall impression that is already misleading. Where the main message, visual presentation or demonstration is likely to mislead, the Content should be changed, not merely qualified in small print or after-the-fact wording.

Illustration

An Influencer posts a dramatic before-and-after transformation video attributing the result entirely to a supplement, while placing a small “results not typical” disclaimer only in the video description. This would not comply with paragraph 5.7. The overall impression of the video is that the supplement directly caused the transformation, and a disclaimer placed separately in the description is not enough to correct a misleading main message. The video should be revised so that the result shown is realistic, representative and properly contextualised.

5.8 Environmental and Sustainability Claims

5.8.1 Where Content makes environmental or sustainability claims, (e.g. "eco-friendly", "carbon neutral", "sustainable" or "green") such claims should be specific, accurate and capable of substantiation, and should not be vague, aspirational or create a more favourable environmental impression than is justified.²⁸

PART 6: USE OF ARTIFICIAL INTELLIGENCE AND VIRTUAL INFLUENCERS

6.1 Disclosure of Virtual and Synthetic Personas

6.1.1 Where AI-generated or synthetic personas are used in branded Content, the fact that the persona is virtual or AI-generated should be made clear where relevant to avoid audience confusion, consistent with Part 3, paragraph 6.1 of the Content Code, which requires that the use of Virtual Influencers in Advertisements be disclosed so that Consumers are not misled into believing they are interacting with a real human being.

6.1.2 A virtual persona should not give human experience-based endorsements that it could not genuinely have.

²⁸ UK Competition and Markets Authority, Green Claims Code; ASA/CAP rulings on environmental claims in advertising

Illustration

A Virtual Influencer created by a skincare brand posts a video stating "since I started using this serum, my skin has never looked better." This would not comply with paragraph 6.1.2, as a virtual persona cannot genuinely have used the product or experienced a personal result. A compliant version would have the Virtual Influencer clearly identify itself as an AI-generated character created by the brand and describe the product's features without claiming personal experience.

6.2 Material Use of AI and Synthetic Presentation

6.2.1 Where AI, synthetic media or significant digital alteration is used to create or enhance a product demonstration, testimonial, spokesperson, likeness, voice or apparent user experience in a way that may materially affect how the audience understands the Content, it should be disclosed clearly.

6.2.2 AI must not be used to fabricate personal experience, customer satisfaction, product performance or other outcomes that did not in fact occur.

6.2.3 Where a synthetic likeness or voice is used to imitate or resemble a real person, appropriate consent and other applicable legal requirements, including under the Copyright Act 1987 and the tort of passing off, should be respected.

Before posting, ask:

- Have I used editing, filters or AI in a way that changes how the product result looks?
- Could the audience wrongly think the result is real, typical or guaranteed?
- Is the spokesperson virtual or AI-generated?
- If yes, have I made that clear enough?

PART 7: CHILDREN

7.1 General Protection

7.1.1 Children require extra care because they are generally less able than adults to recognise and critically assess advertising Content. Younger children in particular lack the critical understanding to identify significantly integrated commercial content such as influencer marketing.²⁹

7.1.2 Advertisement likely to reach Children should not exploit their trust, loyalty, inexperience or vulnerability. It should not directly pressure them to buy, ask for, or

²⁹ ASA/CAP, *Recognising Ads: Social Media and Influencer Marketing*, section on marketing communications directed at under-12s.

persuade others to buy products on their behalf, and should avoid material that may be unsafe, inappropriate or harmful to them.

7.1.3 Where Children appear in influencer Content, their participation must take place with the knowledge and consent of a parent or legal guardian. The welfare of the Child should remain a primary consideration when developing or publishing such Content.³⁰ Where a Child is the central subject of monetized Content on an ongoing basis, Section 7.3 also applies.

7.2 Enhanced Disclosure for Children

7.2.1 Where commercial Content is directed at, strongly appealing to, or likely to be materially understood by Children, disclosure may need to be more prominent, immediate and explanatory than would be required for adults.

7.2.2 In highly immersive, integrated or fast-moving formats, a simple label may not be enough if a child is unlikely to appreciate that the Content is advertising. In such cases, disclosure should be adapted in an age-appropriate manner and should not depend on subtle cues, prior knowledge or adult interpretation.

Illustration

An Influencer whose channel is watched primarily by young children posts a toy unboxing video with a small "Ad" text overlay shown once, in small font, for two seconds. This is unlikely to satisfy paragraph 7.2.2, as a young child is unlikely to read or understand the label in time. A spoken statement such as "this toy was given to me by [Brand] to show you" would be more appropriate for the likely audience.

7.3. Children as Content Creators (“Kidfluencers”)

7.3.1 This Section applies where a Child is the central and recurring subject of monetised Content, such as family vlogging channels or child-led product content, in addition to the general protections in Section 7.1.

7.3.2 Content must not place a Child in a situation designed to provoke visible fear, distress, embarrassment or humiliation for the purpose of generating engagement, regardless of whether the situation is staged, resolved by the end of the video, or presented as comedic. This includes content simulating parental abandonment, punishment, or a manufactured emergency involving the Child.³¹

³⁰ Content Code, Part 10, paragraph 4.0 and the Child Act 2001.

³¹ YouTube Child Safety Policy, prohibiting content that simulates parental abuse or abandonment or causes minors intense shame or humiliation, and YouTube's Best Practices for Content with Children, which requires that a Child's participation be voluntary — cited as an illustration of an established platform content standard.

7.3.3 Content should not disclose sensitive personal details about a Child — such as their school, home location, or medical, developmental or disciplinary matters — beyond what is genuinely necessary for the Content, consistent with Part 2, paragraph 11.0 of the Content Code (Privacy).

7.3.4 Where a Child's reaction to a product is presented as spontaneous or genuine, it should reflect the Child's own actual and voluntary reaction. It should not be scripted, coached or edited to create the impression of an informed endorsement that a Child is not capable of giving, consistent with the principle of genuine endorsement in Part 5.1 of these Guidelines.

7.3.5 Brands should exercise particular care before engaging a Child as the central subject of paid Content, having regard to whether the Content and its themes are age-appropriate and suitable.

Illustration

A family channel films a staged "prank" in which a child is told, falsely, that a pet has been given away, and the child's tearful reaction is kept in the final edit to drive views. This would breach paragraph 7.3.2, regardless of whether the pet is later revealed to be safe within the same video.

Before posting, ask:

- Will a child understand that this is advertising?
- Is the disclosure suitable for the likely age group?
- Could the content exploit trust or encourage pressure to buy?
- Does it involve any identifiable child's personal information?
- Have I received consent from the parent or guardian?

PART 8: SENSITIVE AND REGULATED SECTORS

8.1 Some categories require greater care because of their potential impact on health, finances, safety, wellbeing or other important matters. Depending on the context and applicable rules, this may include products or services relating to health, medicine, wellness, finance, alcohol, gambling, cosmetic procedures, weight management, legal services, medical devices, vaping products and other regulated or high-impact sectors, as further identified in Appendix II of these Guidelines.

8.2 Influencers should not present themselves as qualified experts where they are not, and should not create the impression that they are giving professional advice affecting health, finances, legal rights, safety or wellbeing unless they genuinely hold the relevant qualifications and are permitted to do so.

8.3 Influencers should not be used to promote products in ways that would not be permitted in other forms of advertising. In particular:

- (a) Advertisements relating to medicines, medical devices, treatments and slimming products or services must comply with the Medicines (Advertisement and Sale) Act 1956, the Medicine Advertisements Board Regulations 1976 and the Medical Device (Advertising) Regulations 2019;
- (b) Advertisements relating to financial products and services must comply with the Financial Services Act 2013, the Islamic Financial Services Act 2013, the Money Services Business Act 2011 and, where relevant, the Capital Markets and Services Act 2007;
- (c) Advertisements relating to gambling and betting must comply with the Common Gaming Houses Act 1953 and Betting Act 1953; and
- (d) Advertisements relating to cosmetic products must comply with the Guidelines for Control of Cosmetic Products in Malaysia issued by the National Pharmaceutical Regulatory Agency.
- (e) Advertisements relating to vape, e-cigarette and other smoking products must comply with the Control of Smoking Products for Public Health Act 2023.

8.4 Finfluencers and Capital Markets Products ³²

8.4.1 Influencers who share content relating to shares, unit trusts, derivatives, digital assets, forex trading platforms or other capital market products or services ("Finfluencers") are subject to regulation by the Securities Commission Malaysia ("SC"), separately from and in addition to these Guidelines.

8.4.2 A Finfluencer may be treated as an advertiser under the SC's Guidelines on Advertising for Capital Market Products and Related Services even where the Finfluencer has not been formally engaged as a marketing agent by any product issuer or service provider, and promotes the product or service on their own initiative.

8.4.3 Sharing recommendations, insights or calls to action regarding a capital market product — particularly where done with an expectation of commission, referral fees or other reward — may constitute the provision of investment advice, which is a regulated activity under the Capital Markets and Services Act 2007. Engaging in this activity without the appropriate SC licence or registration is an offence.

8.4.4 A statement such as "this is not financial advice" does not, by itself, relieve an Influencer of the obligations described in this paragraph.

³² Securities Commission Malaysia, Guidelines on Advertising for Capital Market Products and Related Services (revised 27 March 2025, effective 1 November 2025); SC, Guidance Note on the Provision of Investment Advice (updated July 2024); Capital Markets and Services Act 2007.

8.4.5 Before promoting any capital market product, platform or service, Influencers should verify that the relevant company or platform is licensed or authorised by the SC, including through the SC's Investment Checker.

Illustration

An Influencer posts general educational content explaining how compound interest works, without reference to any specific platform or product. This would generally fall outside the scope of paragraph 8.4.3.

By contrast, where the same Influencer tells followers to "sign up to [Platform] using my code to start investing today," and receives a commission for each sign-up, this is likely to constitute a regulated activity under the Capital Markets and Services Act 2007, and the Influencer should verify the platform's SC authorisation before posting.

Before publishing, ask:

- Is this a sensitive or regulated category?
- Could this content sound like medical, legal, financial or technical advice?
- Is the product, platform or company I am promoting licensed or authorised by the Securities Commission Malaysia?
- Am I giving a recommendation, or providing general education?
- Am I being asked to say something the brand itself could not say in a normal advertisement?
- Do I need more guidance or legal clearance before posting?

PART 9: PRODUCT SAFETY, AGE-RESTRICTED AND UNSUITABLE PRODUCTS

9.1 Product Safety

9.1.1 Influencers, brands and agencies should take reasonable care not to promote products that are known to be unsafe, unlicensed, recalled, prohibited or subject to significant regulatory warnings. This is especially important for products that may affect health, safety, Children or physical wellbeing.

9.1.2 Where credible concerns arise about product safety after publication, prompt review and, where appropriate, correction or removal should be considered.³³

³³ Content Code, Part 10, paragraph 7.0 (Corrective Measures).

9.2 Age-Restricted and Otherwise Unsuitable Products

9.2.1 Age-restricted products require particular care. Influencers and brands should consider not only stated follower demographics, but also whether the Influencer's overall content style, language, humour, design elements, games, animation or visual presentation may strongly appeal to Children or underage audiences.

9.2.2 The same principle applies to products or Content that may not be legally age-restricted in every case, but may still be unsuitable for younger audiences depending on context, including some health, cosmetic, diet and other sensitive products.

Illustration

An Influencer is approached to promote an alcohol brand. Although the Influencer's stated follower demographics show a majority of users aged 21 and above, their content style, humour and engagement patterns suggest a substantial underage audience. Under paragraph 9.2.1, the Influencer should consider whether the actual audience composition and youth appeal of the content make the collaboration unsuitable.

9.2.3 Where platform-based controls are available, reasonable steps should be taken to direct unsuitable Content away from inappropriate audiences, including age-gating, logged-in user restrictions, subscriber restrictions, interest-based settings and correct use of content classification or tagging tools.

Before posting, ask:

- Do I have a meaningful underage audience?
- Could my content style appeal strongly to children?
- Have I used available audience controls and content tags where needed?
- Should I decline this collaboration because the audience match is not appropriate?

PART 10: CULTURAL AND COMMUNITY CONSIDERATIONS

10.1 Influencer marketing in Malaysia should be carried out with appropriate sensitivity to the country's multicultural and multireligious context.³⁴

10.2 Content shall avoid ridiculing, insulting or demeaning any religion, culture or belief, and should not cause serious or widespread offence. Good judgement is especially important where Content touches on identity, faith, custom, community values or socially sensitive issues.

³⁴ Content Code, , consistent with Part 1, paragraph 2.0 and Part 2, paragraph 6.0.

10.3 Content should not exploit religious belief, faith-based trust or religious standing to promote a product or service. It should not falsely imply endorsement, approval or certification by a religious authority, or suggest that purchasing a product is linked to religious obligation, worth or spiritual outcome.³⁵

10.4 Content must not state or imply that a product is halal-certified, or carries the approval of a religious authority, unless that certification genuinely exists and remains valid at the time the Content is published. A halal logo or mark should not be displayed or referenced unless the product is verified as validly certified by the Department of Islamic Development Malaysia (JAKIM) or an equivalent recognised body.

10.5 Content should not misrepresent, trivialise or appropriate cultural or religious practices, symbols, attire, rituals or language in a manner that is likely to cause offence, confusion or harm. Where such elements are used in commercial Content, they should be presented with due care, accuracy and respect.

10.6 Extra care should be taken when commercial Content is linked to religious festivals, cultural celebrations, national events, periods of mourning, public tragedies or socially sensitive moments. Influencers, brands and agencies should avoid promotional messages that may appear opportunistic, insensitive or exploitative.

Illustration

An Influencer posts a comedic sketch mocking the practice of fasting during Ramadan to promote a food delivery app. This would breach paragraph 10.6, regardless of whether the sketch is intended affectionately.

10.7 Humour, satire, parody or creative expression may be acceptable where handled responsibly, but should not be used as a justification for Content that ridicules, demeans or misrepresents any religion, culture, belief or community.

10.8 Content should not use racial or ethnic stereotypes, including mock accents, caricatured dress, or exaggerated cultural traits, for comedic or promotional effect in a way that mocks or demeans any community.

Illustration

A home security camera brand runs an ad in which an Influencer repeatedly casts people from a specific ethnic community as suspicious loiterers or likely thieves. This breaches paragraph 10.8, even if intended as a joke, because it uses a harmful stereotype linking that community to criminality.

Before posting, ask:

- Could this wording, joke, styling or concept be seen as disrespectful?

³⁵ Content Code, Part 3, paragraph 8.7 (Abuse of Religion)

- Does it trivialise religion, culture, belief or community identity?
- Could it falsely imply religious approval, certification or endorsement?
- Is this an appropriate moment for brand promotion?
- Could the Content cause serious or widespread offence in the Malaysian context?

PART 11: HARMFUL INFLUENCE, BODY IMAGE AND STEREOTYPES

11.1 Influencer marketing should not encourage behaviour that is unsafe, antisocial, violent, harmful to emulate, or seriously prejudicial to the environment. It should not normalise conduct that may cause foreseeable harm to the Influencer, the audience, other persons or the wider community.³⁶

11.2 Influencer Content should be mindful of how body image is portrayed. It should not present unhealthy body ideals as aspirational, exploit insecurities, or suggest that happiness, confidence or wellbeing depends on conforming to a particular appearance, body type or physical feature. This reflects growing international regulatory attention to body-image harms in influencer marketing, and comparable concerns regarding filtered or digitally altered “before and after” content.³⁷

11.3 Content should avoid harmful stereotypes, including gender stereotypes, used in a way that is insulting, mocking, derogatory or demeaning.

11.4 Where Content is commercially connected and depicts a person's body, and that image has been digitally altered or filtered in a way that changes body shape, size, or skin appearance, this should be disclosed clearly within the Content.³⁸ This applies in addition to, and separately from, the endorsement disclosure required under Part 4.

Illustration

An Influencer posts a paid post for a fitness supplement, using an editing app to visibly slim her waist in the photo. This breaches paragraph 11.4 unless the alteration is disclosed, regardless of whether the supplement itself is genuine.

11.5 Particular care should be taken when promoting products marketed for weight loss, appetite suppression, or rapid body transformation. Such Content should not suggest that

³⁶ Content Code, Part 2, paragraph 4.0 (Violence), including the guidance on imitable behaviour.

³⁷ See generally ASA guidance on responsible advertising and body image; cf. Content Code, Part 1, paragraph 2.4.

³⁸ Norway's Marketing Control Act 2009 (as amended June 2021), requiring advertisements depicting a retouched or manipulated body shape, size or skin to carry a standardised disclosure label; France's Loi n° 2017-1252, requiring commercial photographs with digitally altered body shape to carry a “photographie retouchée” label.

the product is a substitute for a healthy diet, imply guaranteed or rapid results, or be presented in a manner likely to normalise extreme or disordered eating behaviour.

Illustration

An Influencer posts a paid promotion for an appetite-suppressant product, captioned "this is how I stay this size — no more cravings!" This breaches paragraph 11.5, as it implies the product is a substitute for healthy eating and links the Influencer's body shape directly to the product.

Before posting, ask:

- Could followers imitate this in a harmful way?
- Does this content exploit insecurity or shame?
- Does it promote unhealthy body ideals?
- Does it use stereotypes in a harmful or degrading way?

PART 12: PERSONS WITH DISABILITIES ³⁹

12.1 Content should not mock, ridicule, or make humour of a person's physical, mental, intellectual or sensory disability.

12.2 Content should not present a person with disability primarily as an object of pity or inspiration for the benefit of a non-disabled audience, in a way that centres the audience's emotional reaction to the disability rather than the individual's own perspective, agency, or genuine experience of the product or service.

12.3 Any reference to disability should be expressed in neutral and respectful terms, consistent with Part 2, paragraph 10.0 of the Content Code and the *Disability Inclusive Language Guidelines 2025*.

PART 13: PROMOTIONS, CONTESTS AND ENGAGEMENT MECHANICS

13.1 Promotional marketing and engagement-based activities involving Influencers, such as contests, giveaways, referral campaigns or similar mechanics, should be handled with the same care that would apply in other media. ⁴⁰

13.2 Significant conditions should not be omitted where the omission would mislead the audience. Where relevant, clear links or directions to the full terms and conditions should be provided. Extra care is needed where promotional mechanics relate to sensitive or

³⁹ Content Code, Part 2, paragraph 10.0; Persons with Disabilities Act 2008, Disability Inclusive Language Guidelines 2025

⁴⁰ Content Code, Part 3, paragraphs 4.11 and 4.12 (Free Offers and Availability of Products).

restricted categories, including any promotion that would fall within the Direct Sales and Anti-Pyramid Scheme Act 1993.

13.3 Contests and giveaways should have a clearly stated and genuinely followed method for selecting winners, whether by random draw, skill-based judging, or a stated criterion. The method stated to the audience should be the method actually used, and winners should receive the prize as advertised within a reasonable time.

13.4 A contest or giveaway that requires payment, purchase, or any other consideration to enter, and that selects winners wholly or partly by chance, may constitute an unlawful lottery or gaming activity under the Common Gaming Houses Act 1953 and the Lotteries Act 1952. Brands and Influencers should ensure that any promotion requiring purchase to enter is either based substantially on skill, or provides a genuine free method of entry.⁴¹

Illustration

An Influencer runs a giveaway requiring followers to purchase a product to receive an entry number, with the winner drawn at random. This may constitute an unlawful lottery unless a free method of entry is also provided, or the winner is instead selected based substantially on skill or merit.

13.5 Contest mechanics should not require entrants to like, share, comment, or tag others as a mandatory condition of entry, where this is inconsistent with the terms of service of the relevant platform. Such actions may be encouraged but should not be presented as compulsory.⁴²

Before posting a promotion, ask:

- Have I stated the important conditions clearly?
- Would leaving out any key condition mislead the audience?
- Have I linked to the full terms where needed?
- Is this mechanic suitable for the product and audience?

PART 14: CITIZEN JOURNALISM, PUBLIC INTEREST CONTENT AND NEWS-LIKE REPORTING

14.1 General Standard of Care

⁴¹ Common Gaming Houses Act 1953, s. 4(1)(h); Lotteries Act 1952; Ministry of Finance, Guidelines on Commercial Promotional Contests.

⁴² Meta's Instagram Promotion Guidelines, which prohibit requiring engagement actions such as tagging, sharing, or liking as a mandatory condition of contest entry.

14.1.1 Influencers who publish, share or amplify news-like content, public incident footage, allegations, community alerts or public interest information should exercise particular care to ensure that such Content is accurate, fair and responsibly presented.

14.1.2 Influencers should take reasonable steps to verify information before publishing or amplifying it, especially where the Content may affect a person's reputation, safety, privacy, livelihood or legal position, or may cause public fear, panic, hostility or disorder.

14.2 Accurate Representation

14.2.1 Influencers should not present themselves as journalists, media organisations, official sources or public authorities where they are not.

14.2.2 Where Content is based on personal observation, third-party claims, anonymous tips, unverified information or public submissions, this should be made clear.

Illustration

An Influencer covering a public protest wears a lanyard styled to resemble press credentials, introduces their livestream as "reporting live for you," and captions their posts using phrases such as "breaking" and "our newsroom has learned," despite having no affiliation with any media organisation. This would breach paragraph 14.2.1, as the presentation creates the impression of an accredited journalist or news outlet where none exists, regardless of whether the underlying information reported is accurate.

14.3 Content to Avoid

14.3.1 Influencers should not publish or amplify:

- (a) unverified allegations presented as facts
- (b) edited or decontextualised footage that may mislead audiences;
- (c) identifying details of children, victims, private individuals or vulnerable persons where disclosure may cause harm;
- (d) graphic, distressing or humiliating Content without clear public interest justification;
- (e) speculative claims about crime, death, suicide, abuse, religion, race or public safety; and
- (f) Content that encourages harassment, vigilantism, doxxing, public shaming or mob retaliation.

14.4 Corrections

14.4.1 Where errors are identified, Influencers should act promptly and proportionately to correct, clarify or remove the Content, and should avoid leaving misleading Content online merely because it has already gained engagement.

14.5 Disclosure of Sponsorship or Political Connection

14.5.1 Where citizen journalism or news-like Content is sponsored, commissioned, incentivised, politically supported, or connected to a brand, organisation, campaign or other interested party, the connection should be clearly disclosed, consistent with Part 4 of these Guidelines.

Illustration:

An Influencer reposts a video allegedly showing a child being bullied at school, including the child's face, full name, school uniform with a visible school crest, and details of the class the child attends, captioned "everyone needs to see what happened to this poor kid." This would breach paragraph 14.3.1(c), as the video discloses identifying details of a child victim that are not necessary to convey the underlying public interest concern, and may expose the child to further harm, including identification, ridicule, or retaliation from other students.

Before posting news-like or public interest Content, ask:

- Is this verified, or am I only repeating what someone else claimed?
- Have I made clear what I know, what I don't know, and what is unconfirmed?
- Could this unfairly damage someone's reputation or safety?
- Does this expose a child, victim or private individual unnecessarily?
- Could this trigger harassment, public panic or mob behaviour?
- Am I publishing this because it serves the public interest, or because it will get engagement?

PART 15: DECEPTIVE AMPLIFICATION AND FABRICATED POPULARITY SIGNALS

15.1 Influencer marketing must not rely on fake followers, fake likes, fake views, fake engagement, fabricated testimonials, purchased comments or other deceptive practices that create a false impression of popularity, credibility or consumer satisfaction.

15.2 Brands, agencies and Influencers must not knowingly use or encourage such practices, and should take reasonable steps to avoid them in campaign planning, partner selection and monitoring. This reflects international best practices to prohibit advertisers from procuring, suppressing, boosting, organising or editing consumer reviews in a manner that distorts what consumers genuinely think of a product.⁴³

Illustration

⁴³ FTC, 2023 revised *Guides Concerning the Use of Endorsements and Testimonials in Advertising*, new principle on procuring, suppressing, boosting or editing consumer reviews.

A brand purchases followers and engagement for an Influencer's account before a paid campaign to make the account appear more credible or popular. This would not comply with paragraph 15.2, even if the sponsored post is properly disclosed, because the campaign relies on fabricated popularity signals that may mislead audiences and advertisers.

PART 16: ROLES AND RESPONSIBILITIES OF INFLUENCERS, BRANDS AND AGENCIES

16.1 Shared Responsibility

16.1.1 Responsible influencer marketing does not rest on Influencers alone. Brands and agencies play an important role in setting expectations, providing clear briefs, establishing sensible approval processes and reducing avoidable risk. Advertisers, intermediaries (including agencies and networks) and influencers should all be held separately accountable for compliance failures.⁴⁴

16.1.2 Brands are encouraged to adopt clear influencer marketing agreements, reflect applicable requirements in those agreements, and provide training, guidance or awareness-building where useful. Monitoring and support are especially important in sensitive or restricted sectors.

16.1.3 Influencers, in turn, should seek clarification where expectations are unclear, avoid making unsupported claims, and raise concerns where they believe Content may be misleading, unsuitable or inconsistent with applicable rules.

Before posting, ask:

- Do I have a clear brief?
- Do I understand what I can and cannot say?
- Have I asked questions where anything is unclear?
- Do I have enough information to post responsibly?

16.2 Reasonable Records and Substantiation

16.2.1 Brands and agencies should keep reasonable records sufficient to support material claims made in influencer Content, and to show what disclosure, briefing or approval steps were taken.⁴⁵

16.2.2 Influencers should also keep reasonable records of key campaign instructions, disclosures used, and any material information provided to them for factual claims, where

⁴⁴ FTC, *FTC's Endorsement Guides: What People Are Asking* (liability of advertisers, endorsers and intermediaries); ASA/CAP and CMA joint guidance; ASCI, *Guidelines for Influencer Advertising in Digital Media* (2021), paras. on advertiser and influencer responsibility.

⁴⁵ Content Code, Part 3, paragraph 4.8 (Truthful Presentation), which requires Advertisers to hold substantiation ready for scrutiny.

this is practical and proportionate. There is an expectation that influencers exercise due diligence and retain evidence that claims made in an advertisement are capable of substantiation before publishing.⁴⁶

16.2.3 The purpose is not to create unnecessary administrative burden, but to support accountability, consistency and timely corrective action where issues arise.

16.3 Corrective Action and Accountability

16.3.1 Even where the intention was good, issues may arise after Content has been published. Concerns may relate to whether the commercial relationship was made sufficiently clear, whether the message was accurate, whether the Content was suitable for the audience, or whether the overall presentation created a misleading or harmful impression.

16.3.2 Where this happens, the most responsible response is to act promptly and proportionately. Depending on the circumstances, this may include clarifying the disclosure, amending the Content, removing the post, issuing further guidance, or reviewing the approval, briefing or monitoring process that led to the issue.⁴⁷

16.3.3 What matters is not only correcting the individual post, but reducing the likelihood of the same issue happening again.

16.4 Influencer-Brand Agreement

16.4.1 As a matter of good practice, brands and Influencers are encouraged to record the terms of their collaboration in a written agreement. This is not a requirement under the Content Code or these Guidelines, but a documented agreement may help both parties avoid disputes and demonstrate the reasonable steps referred to in Part 16.2 (Reasonable Records and Substantiation).

16.4.2 Such an agreement may cover, among other things:

- (a) ownership of the Content created, and the scope, duration and territory of any license granted to the brand to use it;
- (b) disclosure obligations consistent with Part 4 of these Guidelines;
- (c) the process for review and approval of Content prior to publication; and
- (d) circumstances in which either party may request amendment, removal or termination of the collaboration, including on grounds of reputational or compliance concerns.

⁴⁶ ASCI, *Guidelines for Influencer Advertising in Digital Media* (2021), due diligence requirements.

⁴⁷ Content Code, Part 10, paragraph 7.0 (Corrective Measures).

16.5 Role of Platforms

16.5.1 Platforms hosting Influencer Content have a practical role in enabling compliance with this Part, including by providing accessible tools for labelling commercial content, and by acting on credible reports of undisclosed or misleading Advertisement.⁴⁸ This is in addition to, and does not diminish, a platform's separate obligations as a Code Subject under Part 5 of the Content Code, or its duties under the Online Safety Act 2025.

If an issue arises, ask:

- Should I correct the disclosure immediately?
- Should I edit or remove the content?
- Have I informed the brand or agency promptly?
- What should I change in future so this does not happen again?

PART 17: OTHER LEGAL CONSIDERATIONS

17.1 Although these Guidelines focus on responsible influencer marketing practice, other legal issues may also arise, including:

- (a) **Intellectual property, trademarks and copyright** — under the Copyright Act 1987 and the Trademarks Act 2019, in particular where Influencers use third-party music, footage, images or branded assets without permission;
- (b) **Privacy and personal data protection** — under the Personal Data Protection Act 2010, as amended by the Personal Data Protection (Amendment) Act 2024, which (among other things) introduces a mandatory requirement for qualifying data controllers and processors to appoint a Data Protection Officer, a mandatory data breach notification regime, an expanded definition of sensitive personal data (including biometric data), a right to data portability, and revised requirements for cross-border data transfers.⁴⁹ Influencers and brands who collect Consumer data through giveaways, contests or affiliate tracking should ensure such data is handled in accordance with the Act;
- (c) **Defamation** — under the Defamation Act 1957, where comparative or critical statements about competitors or third parties are made; and
- (d) **Use of artificial intelligence** — as addressed in Part 6 of these Guidelines.

⁴⁸ UK Competition and Markets Authority, Platform Compliance Principles for Social Media Endorsements (2021)

⁴⁹ Personal Data Protection (Amendment) Act 2024, ss. 5, 6, 8, 9, 12; Personal Data Protection Department, Circular of the Personal Data Protection Commissioner No. 2/2025 (Appointment of Data Protection Officer).

17.2 Where influencer activity involves third-party materials, personal data or significant AI use, the relevant parties should take appropriate care and seek qualified advice where necessary.

17.3 Influencer marketing campaigns may involve collaborations across different jurisdictions. In such situations, creators and brands should also consider relevant laws or regulatory expectations that apply in those markets — for example, the FTC’s Endorsement Guides where content is directed at United States audiences, or the CAP Code and ASA guidance where content is directed at United Kingdom audiences.⁵⁰

PART 18: COMPLAINTS AND ENFORCEMENT

18.1 Any complaint regarding influencer Content that raises concerns under these Guidelines or the Content Code should, in the first instance, be raised with the Influencer, brand or agency concerned for resolution.

18.2 Where a complaint cannot be resolved, it may be referred to the Content Forum’s Complaints Bureau in accordance with Part 8 of the Content Code, which may investigate, mediate, adjudicate and, where appropriate, impose sanctions.⁵¹

18.3 Nothing in this Part prevents a Consumer from pursuing a complaint directly with the Ministry of Domestic Trade and Cost of Living, the Malaysian Communications and Multimedia Commission, or any other body with jurisdiction over the relevant conduct.

18.4 Where an Influencer or agency has concerns that a brand is directing or pressuring them toward Content that would not comply with these Guidelines or the Content Code, this concern should, in the first instance, be raised directly with the brand or agency. Where this is not possible or does not resolve the concern, the matter may be raised with the Content Forum separately from the complaints process described in paragraph 18.2, for guidance rather than adjudication.

PART 19: FREQUENTLY ASKED QUESTIONS

1. Do I need to disclose every brand mention?

Disclosure is generally expected where an Influencer promotes a product or service as part of a commercial relationship with a brand. This may include situations where payment, sponsorship, free products or other benefits are provided in connection with the Content.

⁵⁰ FTC, *Disclosures 101 for Social Media Influencers* (on foreseeable effect on U.S. consumers); ASA/CAP guidance (on content directed at UK consumers).

⁵¹ Content Code, Part 8, paragraph 9.0 (Sanctions).

Where a brand is mentioned purely as part of a personal experience and no commercial relationship exists, disclosure may not be necessary.

2. What counts as a commercial relationship?

A commercial relationship may include payment, sponsorship, gifts, free products, affiliate arrangements or other benefits provided by a brand in connection with the Content. Where such relationships exist, audiences should be able to recognise that the Content involves brand promotion.

3. Are platform disclosure tools enough?

Platform features that label Content as a paid partnership can be helpful in indicating that a commercial relationship exists. However, creators should ensure that the disclosure remains clear and easily understood by audiences. If it is not clear enough, additional disclosure should be added within the Content itself.

4. Do I need to disclose if a brand sends me free products?

If an Influencer receives products or services from a brand with the expectation that they may be featured in Content, it is generally appropriate to clarify that the product was provided by the brand. This helps audiences understand the context in which the product is being featured.

5. Can I still share my honest opinion about a product?

Yes. Influencers may continue to share their genuine views and experiences. Transparency about brand collaborations does not prevent creators from expressing their opinions. Honest and balanced reviews often help strengthen audience trust.

6. What happens if a disclosure is forgotten?

If a disclosure was unintentionally omitted, the creator should consider clarifying the commercial relationship promptly by updating the caption, adding a disclosure statement, or otherwise correcting the Content, consistent with Part 16.3 of these Guidelines.

7. Do these Guidelines apply to all influencer content?

No. These Guidelines apply to Content where the Influencer has a commercial or vested interest in a product, service or business, including where they are directly connected to the brand (for example, as owner, employee, investor or representative).

8. What if an Influencer works with brands outside Malaysia?

Influencer marketing campaigns may involve collaborations across different jurisdictions. In such situations, creators and brands should consider relevant laws or regulatory expectations that apply in those markets, in addition to Malaysian law.

9. Are Influencers solely responsible for compliance?

No. Influencer marketing campaigns typically involve several parties, including brands, creators and agencies. Each party has a role to play in supporting responsible marketing practices, as set out in Part 16 of these Guidelines.

10. What should I do if a campaign brief from a brand is unclear?

Influencers should consider seeking clarification from the brand or agency regarding expectations for disclosure, messaging and promotional claims before publishing the Content. Clear communication at the outset helps reduce misunderstandings later.

DRAFT

APPENDIX I: DISCLOSURE QUICK-REFERENCE CHECKLIST

Situation	Disclosure generally required?
Paid post or paid partnership	Yes
Free or gifted product, with or without an expectation of posting	Yes
Affiliate link, code or commission	Yes
Own brand, or brand in which the Influencer has a financial interest	Yes
Event invitation, travel or hospitality provided by a brand	Yes
Employment, agency or long-term ambassador relationship	Yes
Product bought independently, with no brand relationship	No
Organic mention of a product the Influencer happens to like, with no Material Connection	No

APPENDIX II: RELEVANT MALAYSIAN LEGISLATION, CODES AND GUIDELINES

In addition to the Communications and Multimedia Act 1998 and the Content Code, Influencers, brands and agencies should be aware of the following, where relevant to their activities:

- Betting Act 1953 and Common Gaming Houses Act 1953
- Capital Markets and Services Act 2007, and the Securities Commission Malaysia's Guidelines on Advertising for Capital Market Products and Related Services
- Child Act 2001
- Communications and Multimedia Act 1998 (Act 588)
- Competition Act 2010
- Consumer Protection Act 1999
- Consumer Protection (Electronic Trade Transactions) Regulations 2012
- Control of Smoking Products for Public Health Act 2023
- Copyright Act 1987
- Cyber Security Act 2024
- Defamation Act 1957
- Direct Sales and Anti-Pyramid Scheme Act 1993
- Electronic Commerce Act 2006
- Financial Services Act 2013 and Islamic Financial Services Act 2013
- Food Act 1983, Food Regulations 1985, and Food Advertisement Regulations 2014

- Guidelines for Control of Cosmetic Products in Malaysia and Guideline for Cosmetic Advertisement (National Pharmaceutical Regulatory Agency)
- Guidelines for Media Reporting on Suicide 2011 (Ministry of Health Malaysia)
- Lotteries Act 1952
- Medicines (Advertisement and Sale) Act 1956, Medicine Advertisements Board Regulations 1976, and Medical Device (Advertising) Regulations 2019
- Money Services Business Act 2011
- Online Safety Act 2025
- Personal Data Protection Act 2010, as amended by the Personal Data Protection (Amendment) Act 2024
- Persons with Disabilities Act 2008
- Sexual Offences Against Children Act 2017
- Trade Descriptions Act 2011
- Trademarks Act 2019

This list is not exhaustive. It should be read together with Appendix II of the Content Code, which sets out a fuller list of legislation and guidelines relevant to Content generally.

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