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Tobacco company agreements with tobacco retailers for price discounts and prime placement of products and advertising: a scoping review

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ABSTRACT

Objective The objectives of this scoping review are to examine existing research on the often-secretive contracts between tobacco manufacturers and retailers, to identify contract requirements and incentives, and to assess the impact of contracts on the sales and marketing of tobacco products in the retail setting.

Data sources The systematic search was conducted in PubMed/MEDLINE, Web of Science, Scopus, ProQuest Political Science Database, Business Source Premier, ProQuest Agricultural & Environmental Science Collection, and Global Health through December 2020.

Study selection We included studies that collected and analysed empirical data related to tobacco contracts, tobacco manufacturers, and tobacco retailers. Two reviewers independently screened all 2786 studies, excluding 2694 titles and abstracts and 65 full texts resulting in 27 (0.97%) included studies.

Data extraction Study characteristics, contract prevalence, contract requirements and incentives, and the influence of contracts on the retail environment were extracted from each study.

Data synthesis We created an evidence table and conducted a narrative review of included studies.

Conclusions Contracts are prevalent around the world and handsomely incentivise tobacco retailers in exchange for substantial manufacturer control of tobacco product availability, placement, pricing and promotion in the retail setting. Contracts allow tobacco companies to promote their products and undermine tobacco control efforts in the retail setting through discounted prices, promotions and highly visible placement of marketing materials and products. Policy recommendations include banning tobacco manufacturer contracts and retailer incentives along with more transparent reporting of contract incentives given to retailers.

INTRODUCTION

To assist in reducing the burden of tobacco use, the WHO Framework Convention on Tobacco Control (FCTC) Article 13 provides guidance for countries to reduce tobacco advertising, promotion, and sponsorship.¹ Recommendations include comprehensive bans on tobacco company incentive programmes that require prime placement, promotion, discounting, or targeting of tobacco products in retailers. Unfortunately, few countries have banned retailer incentive programmes and many countries continue to engage with the tobacco industry.² In 2019, British American Tobacco, which serves over 180 markets globally, strengthened relationships with retailers and distributors with

loyalty and incentive programmes,³ Japan Tobacco International increased their retail presence in key markets⁴ and the major tobacco manufacturers in the USA spent US\$7.6 billion on marketing, with most of this spending (\$5.7 billion) allocated to price discounts.⁵ Often, underlying the promotion of tobacco products are secretive contractual agreements, ‘contracts’ hereafter, between international tobacco manufacturers and tobacco retailers. Contracts are legally binding agreements that are frequently part of marketing programmes, such as the Retail Leaders Program from Philip Morris, the Retail Partners Marketing Plan Contract (RPMPC) from RJ Reynolds, and the Retail Partnership Plan from ITG Brands. These contracts ensure that tobacco products are heavily marketed in the retail setting through the four ‘P’s’ of commercial product marketing: placement, promotion, price, and product.^{6–10} A list of tobacco contract terminology and specific definitions for the four ‘P’s’ can be found in [table 1](#). Through retailer incentives specified by these contracts, manufacturers have been able to promote newly developed, low-cost brands and implement discounts and coupons at retailers to blunt the impact of price increases related to excise taxes.^{11 12} Discount and promotion requirements in these contracts have the power to increase the amount of retail marketing and price discounts, which have been linked to impulse tobacco purchases, youth exposure to tobacco marketing, and greater tobacco use.¹³ These contracts between manufacturers and retailers are pervasive and long-standing; a 1991 study in New York, USA, found that two-thirds of retailers participated in some form of contract,¹⁴ and a 2018 study conducted in Scotland found that all but one of 23 retailers participated.¹⁵ Though common, contracts are often invisible to policymakers and advocates, and regulation is rare. Nevertheless, one of the few such examples is the restriction on incentives from tobacco manufacturers to retailers legislated in Quebec, Canada, in 2015.¹⁶ This restriction, as part of the Tobacco Control Act,¹⁶ prevents manufacturers from providing price-related incentives (eg, buydowns) to retailers.

Conceptually, contracts are linked to consumer behaviours through modifications to the retail environment and retailer behaviour. Prior work shows that contracts often include provisions for slotting fees, buydowns, and trade promotions.^{6 7 17}

While contracts have important implications for health and policy, research on contracts is relatively sparse, scattered across disciplines, and has not been the subject of a systematic review to date. We



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Table 1 Definitions and terminology-related tobacco company contracts with retailers

| Term | Description |
|---|--|
| Buydown | Promotional or time-limited product price reductions (eg, \$1.00 off a pack of Marlboro cigarettes). With a buydown, the retailer lowers the price of the product by a set amount negotiated with the manufacturer and tracks the number of discounts given, the manufacturer then reimburses the retailer at the end of a set period. Stores without a contract or agreement with manufacturers are unable to provide discounted tobacco products to their consumers. |
| Contract | Agreement between tobacco manufacturers and retailers that entails requirements and incentives from manufacturers to retailers (eg, Philip Morris Retail Leaders Program, RJ Reynolds Retail Partners Marketing Plan Contract (RPMPC), Brown & Williamson's Kool Inner City Point-of-Purchase [POP] Program). |
| Incentive | Rewards (eg, free items, monetary gifts, tickets for events or trips) given to retailers for participating in contracts with tobacco manufacturers and abiding by the requirements stipulated. |
| Placement* | The location where a product is positioned for the consumer. |
| Price* | The amount that a consumer pays for a product. |
| Product* | The specific item or good produced by a manufacturer and obtained by a consumer. |
| Promotion* | The advertising efforts used to highlight a product. |
| Requirement | Standards (eg, 30% of shelf space) or actions expected by tobacco manufacturers of retailers who participate in contracts to receive incentives. |
| Slotting fee (slotting payment, listing fee) | Payments by tobacco manufacturers to retailers in exchange for guaranteed shelf space for new or existing products. |
| Trade promotions | Marketing focused on wholesalers and retailers, instead of focused directly on the consumer through mass media channels. |
| *Placement, price, product, and promotion form the four 'P's' of marketing. | |

conducted a scoping review¹⁸ to explore the state of the existing research and to understand the provisions between manufacturers and retailers. The objectives of this review are to identify the components of contracts, the extent to which contracts are used, and how they impact the tobacco retail environment. We sought to answer three research questions:

1. To what extent does the literature report on the per cent of retailers that have a contract with tobacco companies?
2. What are the pricing, marketing, and merchandising practices that tobacco companies require of tobacco retailers?
3. What is the impact of contracts on tobacco retail outlets in terms of pricing, marketing, and sales?

In addition to answering these questions, we also present contract excerpts and a conceptual model to illustrate the detailed requirements placed on tobacco retailers.

METHODS

This review follows an established scoping review framework¹⁹ and adheres to the Preferred Reporting Items for Systematic Reviews and Meta-Analyses extension for Scoping Reviews (PRISMA-ScR).²⁰ PRISMA-ScR guidelines do not require a risk of bias assessment.²⁰ Because the main purpose of this scoping review was to identify the breadth of existing literature, rather than draw conclusions from it, we did not assess the quality or risk of bias of the included studies with a tool or checklist. The scoping review protocol is registered at Open Science Framework (<https://doi.org/10.17605/OSF.IO/RWJ3Q>).

Inclusion criteria

Following the 'PCC' mnemonic (population, concept, context),²¹ we included studies that examined contracts between manufacturers and retailers (eg, the Philip Morris Retail Leaders Program) regarding tobacco product placement, promotion, and pricing or slotting fees in the retail setting. A priori inclusion criteria required studies to be peer reviewed, report on quantitative or qualitative data, examine tobacco products, assess or take place in the retail setting, analyse the content or impact of contracts between tobacco manufacturers and retailers and be published in English. There were no limitations placed on publication date or country. Commentaries, narrative reviews, and studies reporting no original data were excluded but tracked to provide context in the discussion.

Search and screening

While developing inclusion criteria, the research team consulted with a research librarian to create a search string in PubMed/MEDLINE that was then translated to the controlled vocabulary of the other databases used in the search. Keywords included *product terms* (eg, 'tobacco'), *concept terms* (eg, 'contract'), and *context terms* (eg, 'store').¹ Full search details can be found in online supplemental table 1. The search was last updated in December 2020 in seven databases: PubMed/MEDLINE, Web of Science, Scopus, ProQuest Political Science Database, Business Source Premier, ProQuest Agricultural & Environmental Science Collection, and Global Health. After screening the initial search results, we then completed backward citation searching in each included publication to retrieve any relevant studies missed by the initial search.

Search results were imported to Zotero reference management software (Corporation for Digital Scholarship, Vienna, Virginia, USA), deduplicated, then imported to the cloud-based article screening and extraction software, Covidence (Veritas Health Innovation, Melbourne, Victoria, Australia). Once in Covidence, we applied a dual independent screening method where two reviewers (AER and JGL) independently screened all studies. Following the Institute of Medicine guidelines,²² we followed a two-step approach by which both reviewers screened the title and abstract in step 1, then the full text in step 2. Discrepancies in the screening process were discussed and decided on by consensus. If consensus was not achieved, the third author (KMR) provided a deciding vote.

Extraction

We developed an initial list of data to extract from each study, then after reviewing the included studies, the list was reviewed, discussed, and confirmed by all authors once consensus was

¹Full search string for PubMed: (tobacco[tiab] OR cigarette*[tiab] OR 'tobacco products'[MeSH]) AND (contracts[tiab] OR contract[tiab] OR agreements[tiab] OR agreement[tiab] OR advertising[tiab] OR advertisement[tiab] OR advertisements[tiab] OR marketing[tiab] OR 'Tobacco Industry'[MeSH]) AND (store[tiab] OR stores[tiab] OR 'point of sale'[tiab] OR 'points of sale'[tiab] OR retail[tiab] OR retailers[tiab] OR retailer[tiab] OR retailing[tiab] OR shop[tiab] OR 'gas station'[tiab] OR 'gas stations'[tiab] OR 'point of purchase'[tiab] OR 'points of purchase'[tiab] OR outlet[tiab] OR outlets[tiab] OR 'milk bars'[tiab] OR newsstands[tiab] OR kiosk[tiab] OR petrol[tiab] OR garage[tiab] OR garages[tiab] OR 'service station'[tiab] OR 'service stations'[tiab] OR pharmacy[tiab] OR pharmacies[tiab] OR druggist[tiab] OR druggists[tiab] OR supermarket[tiab] OR supermarkets[tiab] OR grocers[tiab] OR groceries[tiab] OR hypermarket[tiab] OR hypermarkets[tiab] OR vendor[tiab] OR vendors[tiab] OR vending[tiab])

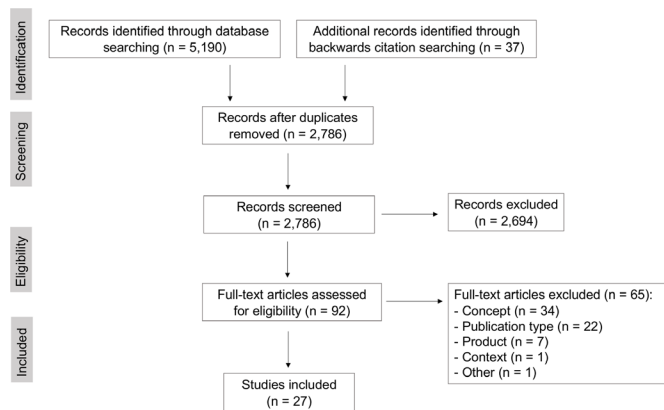


Figure 1 Preferred Reporting Items for Systematic Reviews and Meta-Analyses extension for Scoping Reviews (PRISMA-ScR) diagram of identified tobacco contract studies.

reached. One investigator (AER) extracted information for each study regarding the first author, year of publication, location of study, year(s) of data collection, study purpose, sample description and size, study design and methods, description of the contract or agreement, contract prevalence, contract requirements and incentives, and the contracts' impact on the retail environment. Two investigators (JGLL, KMR) reviewed, edited, and confirmed the final extraction information.

Data synthesis

We performed a narrative review of the included studies. We first developed themes from our knowledge of the existing literature (eg, contract prevalence, incentives, requirements), which guided our research questions and data synthesis. We categorised extracted data from each included study into these themes then synthesised the information. Due to the large number of qualitative studies and methodological heterogeneity, particularly in the study samples (eg, retail store managers, industry insiders, documents, store audits), we decided against performing any quantitative synthesis like meta-analysis.

RESULTS

We reviewed 2786 studies then excluded 2694 during title and abstract screening and 65 during full-text screening. This resulted in a final sample of 27 studies. [Figure 1](#) shows the search and screening process.

Study characteristics and methodology are presented below, followed by a synthesis of findings under each theme: contract description, prevalence, incentives, requirements, and impact on the retail environment. Extracted data from each study can be found in online supplemental table 2.

Study characteristics and methodology

Seventeen studies were conducted in the USA,^{6 14 17 23–36} three in Australia,^{37–39} two in the UK,^{8 15} two in South Korea^{7 40} and one each in Canada,⁴¹ New Zealand,⁴² and Indonesia.⁴³ The earliest was published in 1991¹⁴ and the most recent were published in 2020.^{17 25 38 39} Other than one study conducted in Australia in 2003,³⁷ the 12 studies published before 2010 were all conducted in the USA (online supplemental figure 1). No included papers explicitly examined manufacturers' use of contracts in economies where cigarettes are more likely to be purchased in the 'informal' economy. Of the 27 included studies, 23 (85%) used a

cross-sectional design, 2 reported data from two time points,^{15 31} and 1 reported longitudinal data.⁴³

Contract prevalence and description

A significant proportion of retailers participate in tobacco contract programmes, assessed by interviewing samples of tobacco retailers. Sixteen studies reported contract prevalence which ranged from 0% to 100%. Of these 16 studies, 12 (75%) found that more than half of the retailers surveyed participated in contracts with tobacco manufacturers. Of the four studies that reported a contract prevalence below 50%, one collected data in the USA between 1996 and 1997,³⁵ two collected data in 2017 (one in Canada⁴¹ and one in the USA²⁷), and one collected data in Australia in 2018.³⁸

The most common way to describe contracts was to refer to an existing contractual programme (eg, the Philip Morris Retail Leaders Program) or use the terms 'incentive program' or 'retailer program'. Studies also used the terms 'contract', 'agreement', 'partnership', or unique definitions specific to a study.

Incentives, requirements and impact on the retail environment

Of the 27 studies included, 26 reported requirements expected of and incentives given to retailers. We report the requirements and incentives associated with these contracts using the four P's: placement, promotion, price, and product. Examples from real-world contracts between manufacturers and retailers were made public as part of the US Department of Justice litigation initiated in 1999, *US v Philips*. See [figure 2](#) and three full contracts (Contract 1—Philip Morris USA 2015 Retail Leaders Program Agreement; Contract 2—ITG Brands Retail Partnership Plan Description; Contract 3—RAI Trade Marketing Services ('RAITMS') Retail Partners Marketing Plan Contract, 2017 Menthol Outlet Plan) found on Open Science Framework online (<https://doi.org/10.17605/OSF.IO/C3Z4G>).

Placement

The most reported requirements described how tobacco products and advertising must be displayed in the store.^{6 7 14 15 17 23–26 28 29 32 34–40 42 43} For example, one retailer interviewed in the UK reported reserving two-thirds of their tobacco unit space for a contracted manufacturer¹⁵ and another in the USA recounted that manufacturer representatives required 45% of the tobacco retail space to be dedicated to that particular manufacturer.²⁹ Studies also reported that representatives regularly visited retailers and, to varying degrees, had control over the store design, layout, and placement of tobacco products and advertisements.^{6 8 15 17 24 27 32 37 40} Slotting fees (ie, payments from the manufacturer to the retailer in exchange for shelf space) were also commonly reported as an incentive in different contracts,⁷ particularly in the USA.^{6 17 24 28} The value of this incentive type varied and was reported to exceed the equivalent of thousands of US dollars by a study in South Korea.⁷ The Philip Morris 2015 Retailer Leaders Program Agreement specifically stipulates that the plan-o-gram layout of the store indicating exactly where both products and advertisements go, must be followed. In addition to the plan-o-gram, the manufacturer specifies that Philip Morris products must be clearly visible and close to potential customers, at the top of display cases, and can occupy up to 65% of the display space ([figure 2](#)).

Tobacco industry contract excerpts demonstrating the 4Ps of tobacco retail marketing:

P Placement, **P** Promotion, **P** Price, and **P** Product

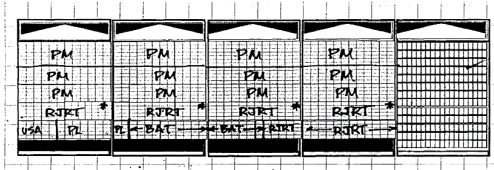
| Placement | Promotion |
|---|--|
| <p>PHILIP MORRIS USA INC. 2015 RETAIL LEADERS PROGRAM AGREEMENT (Fixture Plan)</p> <p>2015 Retail Leaders Program Form of Plan-O-Gram</p> <p>Retailer agrees to merchandise PM USA products and PM USA Cigarette Signs in accordance with the requirements of this Agreement. With respect to a Store participating in the Fixture Plan, Retailer understands and agrees that certain requirements are illustrated in this Plan-O-Gram. Retailer is solely responsible for full compliance with the terms and conditions of this Agreement, including this Plan-O-Gram. In the event of a conflict between the Plan-O-Gram and the terms and conditions of the Agreement, the terms and conditions of the Agreement will control.</p> <p>PM USA Share (expressed as a percentage) means the greater of:</p> <ul style="list-style-type: none"> PM USA's share, for a period of time designated by PM USA, of the aggregate cigarette purchases (as reported in STARS) by the Store, or, for any Store that is part of a Chain, all Stores associated with such Store's AGDC management account number = ___% or PM USA's share, for a period of time designated by PM USA, of the aggregate cigarette purchases (as reported in STARS) by all AGDC Workload stores in the zip codes of the AGDC sales territory in which the Store is located, or if the Store is part of a Chain, by all AGDC Workload stores in the zip codes in which any Store associated with such Store's AGDC management account number is located = ___%. <p>PCMA Fixture Layout</p>  | <p>PHILIP MORRIS USA INC. 2015 RETAIL LEADERS PROGRAM AGREEMENT (Fixture Plan)</p> <p>Choice Level and Premium Level Requirements</p> <p>By choosing to participate in the Program at a particular Participation Level with respect to one or more Stores, Retailer agrees that such Stores will comply with the merchandising, signage, and other requirements applicable to that Participation Level, as set forth below. Retailer may not participate in a Display Plan with respect to a Store that is eligible to participate in a Fixture Plan.</p> <p>1. Merchandising Requirements.</p> <p>A. General Requirements.</p> <p>(1) All cigarette and PM USA product merchandising and sales in a Store must be NSS.</p> <p>(2) All PM USA cigarettes in a Store must be merchandised such that they are clearly visible and proximate to adult tobacco consumers.</p> <p>(3) All space designated to merchandise front-facing cigarette packs in a PM USA Display must be occupied by front-facing PM USA cigarette packs.</p> <p>(4) Each PM USA Display must visibly merchandise at least six contiguous front facings of PM USA cigarette packs.</p> <p>(5) In no event may there be more than three PM USA Displays or three PM USA Cigarette Signs in any Store.</p> <p>B. Choice Level Requirements. Each Store must (a) display at least one PM USA Interior Cigarette Sign or (b) merchandise PM USA Cigarettes on at least one PM USA Display.</p> <p>C. Premium Level Requirements. Each Store must (a) display at least one PM USA Interior Cigarette Sign and (b) merchandise PM USA Cigarettes on at least one PM USA Display or one Industry Display.</p> |
| <p>RAI TRADE MARKETING SERVICES COMPANY ("RAITMS") RETAIL PARTNERS MARKETING PLAN CONTRACT 2017 MENTHOL OUTLET PLAN – AMENDED 04/02/2018</p> <p>Consumer Pricing Fairness Program (Applicable to all Contracts)</p> <ul style="list-style-type: none"> Retailer must comply with all provisions of the Consumer Pricing Fairness Program ("CPF Program"). Retailer will maintain prominent and accurate pricing communication on and off the merchandising set as determined by RAITMS. Retailer will not engage in deceptive or misleading price communications. Retailer will ensure that the price charged to consumers is not greater than communicated prices. Retailer will prominently and accurately communicate prices on all discounted (off-invoice and/or retail discounts) and/or otherwise promoted brand styles. The ability to advertise price for the Products will be no less than parity with other tobacco companies. Retailer will perform price changeovers, and execute all pricing changes at the beginning date of all price promotion timeframes, as determined by RAITMS. RAITMS may offer price reductions or promotions to meet reductions or promotions made by competitors. [...] Retailer shall price all RAITMS tobacco products competitively with other tobacco products. Retailer must pass through to purchasers no less than the full amount of all RAITMS discounting (whether provided by RAITMS through monthly or pulse discounting). Retailer must pass through the discounting regardless of unit configurations (e.g. packs, multi-pack specials, cartons, tins, sleeves) or loyalty/frequent shopper programs. Retailer must apply the discounting on a product by product, brand style-by-brand style, outlet-by-outlet, value-by-value basis. | <p>RAI TRADE MARKETING SERVICES COMPANY ("RAITMS") RETAIL PARTNERS MARKETING PLAN CONTRACT 2017 MENTHOL OUTLET PLAN – AMENDED 04/02/2018</p> <p>Base Requirements (Applicable to all Contracts)</p> <ul style="list-style-type: none"> Outlet or account average Cartons Per Week (CPW) of the Products must be 5 CPW or greater. In the states of New Jersey and New York, the CPW of the Products must be 2 CPW or greater. Outlet must have a menthol share of market of 50% or greater. The Products, and displays and signage for the Products, will be maintained in a highly visible, primary line of sight position, and must occupy the #1 position as defined by RAITMS. If Philip Morris USA (PM USA) has a Retail Leaders Program in the outlet, RAITMS may occupy the #2 position as defined by RAITMS. Retailer will carry and maintain ongoing availability of brands and styles of the Products in all price tiers as requested by RAITMS. Retailer will accept product force outs for new brand introductions and/or promotions. Retailer will merchandise and offer for sale single packs of cigarettes in each of its outlets. The by-the-pack offerings for RJRT and/or SFNTC cigarettes will include a variety and quantity of brand styles in all price tiers adequate to satisfy local market demand. <p>General Merchandising/Presence Requirements (Applicable to all Contracts)</p> <ul style="list-style-type: none"> Retailer will provide the space required for RAITMS distribution needs both on and off the primary merchandising fixture. RAITMS total contracted space must be sufficient in size to maintain no less than 1.5 weeks inventory of designated brand styles of the Products. Retailer will provide sufficient space to allow a minimum of one tagged merchandising slot for each brand style of the Products as designated by RAITMS. Retailer will maintain an adequate inventory of required brand styles and will accept new items as requested by RAITMS. |

Figure 2 Examples of the four 'P's' in contracts between manufacturers and retailers. Excerpts are exact quotes from two tobacco contracts: RAI Trade Marketing Services (RAITMS) Retail Partners Marketing Plan Contract and Philip Morris USA Retail Leaders Program Agreement. The plan-o-gram in the Philip Morris 2015 Retail Leaders Program Agreement was blank and thus replaced with a completed RJ Reynolds plan-o-gram from 2002.

Promotion

Studies found that, due to their contracts, stores were required to promote products and maintain certain sales volumes to maintain their payments.^{6 23 26 29 32} One retailer in the USA reported that '10%–15% of your contract depends on performance and 10%–15% depends on your volume of sales',³² while another

study in the USA described a specific contract in which retailers were required to sell at least 100 cartons of industry brands and 17 cartons of RJ Reynolds brands per week to qualify for incentives.⁶ Complementing required sales volumes, multiple studies also reported volume discounts (ie, receiving discounts on tobacco products from tobacco manufacturers for purchasing

a large volume).^{24 25 27 29 32 39} An ex-tobacco manufacturer representative in Australia described this as giving larger rebates to retailers for every 1000 ‘cigarette sticks’ they sold.³⁹

To assist in promoting large quantities of product, starting in 2018, studies reported that manufacturer representatives encouraged verbal promotion of products.^{15 17 39} For example, retailers from one study in the UK were expected to promote a particular product to customers for a set period of time. If a mystery shopper asked for a different brand and the retailer suggested a switch to the manufacturer-specified product, that retailer would receive a £100 (≈US\$136) bonus to their contract incentives.¹⁵ The most commonly reported contract incentives were free and discounted tobacco products, advertising materials, gifts or other items given to retailers to keep, give, or sell to customers.^{6–8 15 17 24 28 29 31 33 35–40 43} Often, this included display cases, free samples of new products, promotional signs, and small gifts such as lighters. A retailer from one study in South Korea indicated that ‘As soon as [they] sign a contract with headquarters, the tobacco company employees come in and place the advertising and check its placement or change their product displays’.⁴⁰ Sections of the Philip Morris 2015 Retailer Leaders Program Agreement echo similar requirements such that retailers must ensure tobacco products are visible, display tobacco signage, and use branded displays (figure 2).

The most commonly reported impact of contracts on the retail environment was an increase in product availability, tobacco displays, and point-of-sale promotion.^{6–8 14 15 17 23–29 31 34 36 43} According to the retailers interviewed in one US study, retailers with contracts have more signs, displays, and products on sale.²⁹ Another study in the USA found that retailers with contracts had more than twice as many marketing materials than stores without contracts.²³

Studies from the USA and Australia found that contracts impacted tobacco products and promotion, and they had bleed-over effects, impacting other products and forms of advertising.^{14 26 34 37} One of these studies reported that a tobacco manufacturer created a delivery hub for shipments of tobacco products along with other unhealthy products like sweets and convenience foods. This solidified a relationship between the tobacco manufacturer and retailers for inventory, while pairing the purchase and distribution of tobacco and unhealthy convenience foods.³⁷ Individual contracts with food and beverage companies exist alongside tobacco contracts; however, more retailers reported receiving incentives from tobacco manufacturers than food and beverage manufacturers. Retailers also reported that contractual agreements with food and beverage companies lasted for shorter periods of time and specified smaller requirements and incentives.²⁸ One retailer in South Korea stated, ‘There are not as many other products [compared to tobacco] that steadily advertise at convenience stores. When a beverage or a candy company introduces a new product...this lasts for only a month.’⁴⁰ Two studies in the USA also found that contracts may undermine tobacco control efforts. Retailers with contracts were less willing to display antitobacco signs in their stores.^{14 26}

Price

Contracts also specify the prices at which tobacco products can be sold.^{6 17 23–25 29} For example, one study in the USA reported that 77% of retailers were required to price tobacco products according to manufacturer or representative directions.¹⁷ Studies consistently reported buydowns (ie, promotional or time-limited product price reductions),^{17 24 25 27 29 30 32 33 37} as part of their

contract. Between 1999 and 2020, studies reported that retailers with contracts offered lower prices for their tobacco products in the USA, Canada, and Australia.^{17 23–25 29–31 37 41} One study in Canada found price differentiation for retailers with contracts, even after the local government banned contractual incentives from manufacturers to retailers.⁴¹ Lower prices were especially apparent for those tobacco retailers at the border of high-tax jurisdictions. One study in the USA reported ‘niche’ contracts offered to retailers at the border of high-tax jurisdictions that included large buydowns ranging from \$1 to \$3 and price promotions associated with volume discounts.²⁵ Pricing is often stipulated in contracts, instances of which can be found in each of the three contracts mentioned above. For example, the RAITMS 2017 Menthol Outlet Plan states that retailers must prominently display the pricing of RAITMS brand tobacco products, must price them competitively, and must pass the full amount of any discount directly to the customer (figure 2).

Product

Five studies in the USA and South Korea found that the promotional materials and products manufacturers sent to retailers targeted demographics of the area.^{7 17 32 36 40} Two studies in the USA reported that contracts purposefully promoted menthol tobacco products in neighbourhoods with large Black populations, one of which discussed a specifically tailored contract, Brown & Williamson’s Kool Inner City Point-of-Purchase Program, aimed at increasing the visibility and promotion of menthol products in predominantly Black neighbourhoods in inner-city urban cores.^{17 36} The results of these studies mirror the RAITMS 2017 Menthol Outlet Plan which specifies that retailers must have a 50% or greater menthol share of the market and are required to keep products and displays in highly visible locations (figure 2).

Additional studies reported manufacturers targeting products towards varying populations. Retailers from one study in South Korea identified different promotional and advertising techniques used by manufacturers based ‘on the characteristics of the district’,⁴⁰ while another study in the USA found that stores in areas with large racial/ethnic populations, low education, and low income had more in-store advertising for tobacco products than their counterparts.³² A study analysing tobacco industry documents in South Korea found that manufacturers identified young adult males, individuals who recently started smoking, and females as potential targets and opportunities for market growth due to changing cultural norms among young individuals, lack of commitment to a specific brand, and the low smoking prevalence among women.⁷

Miscellaneous and generous incentives

Contracts also commonly incentivise retailers with monetary rewards or vouchers.^{6 8 14 15 17 23 24 33 35–37 39 40 42 43} The reported cash equivalence for retailer incentives varied greatly between \$20/month in urban US cities in 1991³⁶ and \$20 000/year reported in 2001 in the USA,²⁴ with one study reporting the median incentive value at \$930/year in the USA between 2013 and 2014.¹⁷ Contractual relationships also provided retailers with professional support or education from manufacturers in the USA and Australia.^{34 37 39} This included one-on-one meetings, help with designing and merchandising new stores, and off-site events to educate the retailers on new products available and how to best promote them. Generous incentives were given to well-performing retailers in the UK, Australia and, the USA.^{8 36 39} These included tickets for sports, music, and movie

events; lavish parties in which tobacco products were promoted and gifted to guests and staff; and once-in-a-lifetime experiences such as paddle boarding around glaciers, driving Lamborghinis and Ferraris, travelling to Fiji on all-expenses paid trips to view tobacco growing and manufacturing, and sweepstakes to win a Cadillac.

Manufacturer control and retailer compliance

Three-quarters of the retailers interviewed in one US study reported that manufacturers were in complete control of their tobacco displays and promotional materials.¹⁷ A retailer in another US study described the interaction with a manufacturer representative, reporting, 'it's almost like it's not my store... I was overwhelmed, she [the representative] walks in one day and throws some books on my counter and tells me, "I'll tell you what you are going to do".'³²

According to an interview in one US study, most retailers participate in multiple incentive programmes.²⁹ In multiple studies, contracts were viewed as necessary evils for US retailers to stay in business,³⁴ with one retailer reporting, 'We don't make a lot of money on cigarettes but we make a lot of money on displays.'¹⁷ For this reason, retailers upheld contracts even though they were controlling and demanding.^{17 26 32 34} 'They're trying to control my business,' a retailer reported in one study,¹⁷ and, 'It's not an offer, it's a mandatory thing. It has to be the way they want it,' reported another.³²

Compliance with controlling and demanding aspects of contracts appeared to be enforced. 'You don't want to violate the contract,' a retailer reported in one US study.²⁶ During visits, tobacco manufacturer representatives assessed the fulfilment of contract requirements (eg, product and advertisement placement). These visits were often unannounced, sometimes included the use of a mystery shopper, and described as 'bullish and intimidating' by a UK retailer.⁸ If a retailer was out of compliance, this resulted in a loss of incentives. One study found that after tobacco sales volume decreased, representatives discontinued their visits and manufacturers did not renew their contracts, ending incentives altogether.²⁷ However, another study found that retailers sanctioned by manufacturers for violating their contracts by selling tobacco to minors did not lose their incentives as their contract specified they would. These retailers continued to receive special price offers and promotional materials.³¹

After receiving extensive incentives, retailers from around the world were described as vocal allies for tobacco manufacturers.^{7 15 17 24 37 39} For example, one study discussed that large incentives associated with contracts may lead retailers to lobby for protobacco policy.²⁴ Interestingly, interviews and industry documents from manufacturer representatives highlighted an unexpected, perceived power dynamic that did not match findings from studies with retailers: representatives portrayed retailers as holding power over manufacturers, withholding display space, and demanding larger financial incentives.^{6 37 39} They used language that described retailer incentives as manufacturer requirements with one representative in Australia reporting, 'if we weren't giving [a retailer] a competitive offer, then they would remove most of our slots',³⁹ and an industry document also from Australia stating, 'retailers immediately realized they were sitting on a "gold mine" at retail when print...went away.'³⁷ However, that depicted power dynamic does not represent the typical manufacturer–retailer relationship. Large chain retailers may stake claim over how their shelves are stocked, but manufacturers can 'generally get away with paying [mom and pop shops] \$100, \$200 for 100% of

their price board, which would maintain it from anywhere from 6 to 12 months'.³⁹

Conceptual model

The conceptual model (figure 3) depicts how tobacco company contract components impact the retail environment in ways that may increase tobacco purchases and use. Buydowns and volume discounts facilitate tobacco price reduction^{17 29} while slotting fees, product placement, and promotion increase tobacco product visibility and marketing.^{23–25} Marketing can either aggressively 'push' (ie, promote a product with trade marketing in the retail environment) or more naturally 'pull' (ie, highlight the positive features of a product, like in magazine, online, and billboard advertisements, to create demand and motivate intent to purchase). This model highlights the tobacco industry's current preference for 'push' marketing, the form of marketing that is both more effective and more intrusive.^{24 44} Retailer incentives, a large component of contracts, increase retailer support for manufacturers and reinforce retailer participation in contract programmes.^{15 24 39} Moreover, this retailer support eventually undermines tobacco control policy efforts as retailers promote tobacco products and alert manufacturers to upcoming tobacco policy.^{45 46} Altogether, these produce changes in the retail environment, making it more likely to promote tobacco use and purchasing. This type of retail environment has the power to alter the consumer experience and to thus increase tobacco purchasing and tobacco use.¹³

DISCUSSION

Principal findings

Regarding our research questions, this review on the often-secretive agreements between tobacco manufacturers and retailers found that these contracts:

1. Are common, with the majority of studies identifying contracts in more than half of the retailers sampled.
2. Provide retailers with generous incentives, require strict retailer compliance, use buydowns and discounts to lower tobacco product prices, require retailers to display interior and exterior store signage and other marketing materials while also encouraging retailers to verbally promote products, and provide slotting payments that reserve large swaths of highly visible retail space.
3. Decrease tobacco product prices, increase product marketing and merchandising, and make the retail environment more conducive to tobacco use and initiation.

These contracts essentially give tobacco manufacturers substantial control of some of the most desirable real estate in the retail outlet, creating a pathway by which manufacturers can work through the retailer to push and promote their tobacco products to consumers. This relationship and the resulting impact on the tobacco retail environment threatens tobacco endgame efforts.

Though the number of contracts ranged widely, the majority of studies reported a high prevalence. The wide variation is likely due to the differing tobacco retail and policy environments across the range of years and locations included in this review. The Philip Morris Retail Leaders Program officially launched in 1998 as one of the first contract incentive programmes.⁴⁷ The low prevalence of tobacco contracts found in the 1990s in the USA may portray the early emergence of this type of relationship between the tobacco industry and retailers. The low contract prevalence reported in more recent studies in Canada, Australia, and the USA conducted in 2017 and 2018 may reflect successful

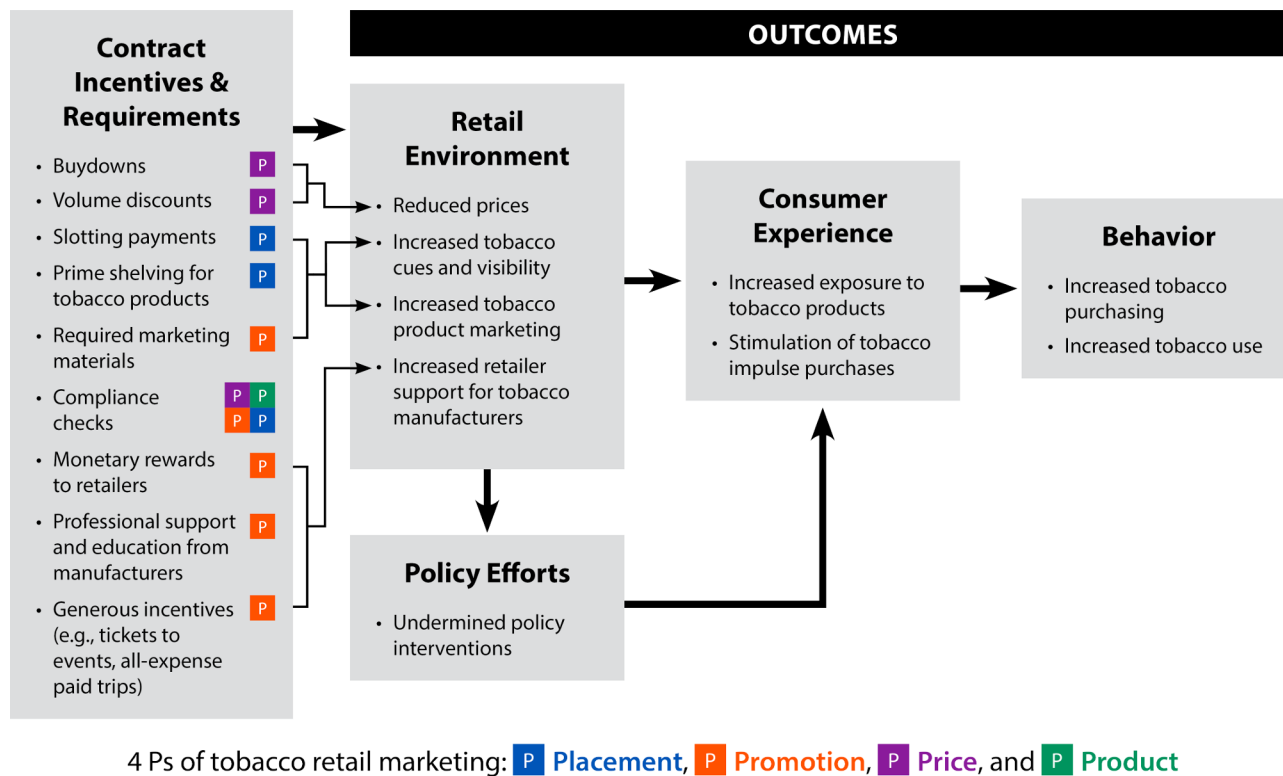


Figure 3 Conceptual model visualising the impact of contract incentive requirements and incentives on the retail environment, consumer experience and behaviour.

policies in the current policy environment. Quebec, Canada, banned this incentive relationship,⁴¹ Australia banned identifiable tobacco packaging and almost all advertising efforts,⁴⁸ and San Francisco, USA, banned tobacco advertising on public billboards and retail signs that can be viewed from the outside of stores.⁴⁹

The vast majority of studies in this review before 2010 were conducted in the USA. This most likely reflects (1) a lack of comprehensive tobacco policy and regulation and (2) the global market in which companies, including Philip Morris and RJ Reynolds, may have begun to implement contracts with retailers in the USA then expanded them into markets around the world. Our findings also indicate that slotting fees are most common in studies from the USA, and it is important for policymakers to understand the influence of contracts on the environment experienced by consumers.

Manufacturer and retailer contracts appear to dictate almost every aspect of tobacco product pricing, marketing, and merchandising. Manufacturers appear to micromanage the retail environment through contracts and, as the identified studies show, retailers often have little control over their store regarding tobacco products and marketing. Prior research consistently indicates that tobacco marketing is associated with tobacco use and initiation.^{50–52} Thus, we assert that these contracts undermine tobacco control efforts and play a role in consumer purchasing and use of tobacco products.

In return for the extensive requirements associated with these contracts, retailers are often rewarded with incentives ranging from small monetary incentives to lavish rewards. Once retailers receive these incentives and begin to depend on them, they develop allegiance and loyalty to tobacco brands and products. Retailer loyalty to manufacturers undermines tobacco control efforts. Tobacco industry documents indicate that loyal retailers

often act as a detection system for local tobacco control efforts, giving tobacco manufacturers early indication of possible legal battles for them to defeat before efforts are passed into law.^{45 46}

According to research published after our search, some contracts are specific to certain products (ie, smokeless tobacco),^{53 54} are publicly acknowledged,⁵⁵ and use mobile technology to promote brand loyalty.⁵⁵ Rather than kept secret, one study found that some retailers in Indonesia advertised their participation in retailer incentive programmes.⁵⁵

Results in context

Our findings are similar to those in the Deadly Alliance Report⁵⁶ which investigated the relationship between manufacturers and retailers, finding that the two work together to undermine tobacco control policy efforts. Contracts may also undermine equity by targeting systematically marginalised populations and neighbourhoods with menthol advertising and products,^{17 36} as recent research finds that neighbourhoods with predominantly Black populations have greater odds of having menthol availability and price promotions than predominantly Hispanic and non-Hispanic white neighbourhoods.⁵⁷

Policy implications

Specific policy options to address contracts include banning them outright (ie, the Quebec, Canada, policy banning incentive programmes¹⁶), banning buydowns,⁵⁸ implementing counteradvertising alongside buydowns,⁵⁸ using clear language that bans ‘advertising’ rather than ‘promotion’,⁵⁸ banning all business-to-business and business-to-consumer advertising to undercut the loophole allowing wholesale advertising that many manufacturers take advantage of, and requiring all payments from manufacturers to retailers be made publicly available (eg, sunshine

laws in the USA that shed light on government and corporate operations).^{58–60} One study in our review assessed the incentive programme ban in Quebec⁴¹ but found no effects of the ban on tobacco pricing a year after enactment. This may indicate that contract bans are not effective enough on their own and require supplemental policy, that compliance and enforcement were inadequate, or that further research is needed to assess additional aspects of this type of ban on the tobacco retail environment.

Like manufacturers, some governments can also enter into contracts with retailers. A small body of literature assesses the effectiveness of Assurances of Voluntary Compliance (AVCs), which are agreements between corporate retailers and state attorneys general in the USA. AVCs act as a legal contract between two parties and can include provisions to reduce exposure to marketing. These agreements are not subject to the same First Amendment protections that preclude many efforts to regulate tobacco marketing in the USA. Research indicates that AVCs may successfully reduce access to tobacco products and advertising but must be thoroughly enforced to be effective.^{61–63} AVCs may be an effective option for countries operating under a free market or those with a time-consuming policy-making process.

Recommendations for future research

Future research should analyse how contract prevalence and policy responses vary globally, with a particular focus on low and middle-income countries with informal economies. This line of research should assess existing global policies, including contract bans, in relation to contract prevalence to identify effective tobacco control policy. Future work should also consider policy interventions that disrupt the relationship between tobacco manufacturers and retailers, strengthen tobacco control laws to ban contracts and retail displays, and assess the role of public health contracts (AVCs) to further the goal of a tobacco endgame. Future research is also needed to further understand the relationship between contracts, area-level sociodemographic variables, and menthol availability and promotion. This review largely includes cross-sectional, observational studies. We identify the need for longitudinal designs to improve causal inference.

Strengths and limitations

Our review highlights a long-standing worldwide issue that has gone without major global recognition for decades. The scope of our review covers 30 years, four continents, and identifies a burgeoning line of research recognised globally in only the last decade. However, because this review is the first of its kind, and we wanted to understand the scope of reliable research on the

topic, we only included peer-reviewed literature. Though this means our methods are easily replicable, it also means we may have excluded applicable studies that have not undergone the peer review process. Although our inclusion criteria were limited to articles in English, we are not aware of any studies published in other languages; however, we did not search using non-English keywords. Additionally, there was heterogeneity among the retailer sampling methods and results so we are unable to conclude, definitively, the actual prevalence of tobacco contracts around the world. This may reflect true variation in prevalence across varying locations. Our findings are limited by what is reported in the literature, the sampling methods used, and how researchers chose to design, collect and present their studies. This review should be used to draw preliminary, rather than definitive, conclusions about the existing literature and trends in tobacco manufacturer contracts.

CONCLUSIONS

Often-secretive contracts change the retailer environment in ways that influence consumer behaviour. In many retail spaces across the globe, the products available, pricing, and advertising present—and even interactions with store clerks—are influenced by contracts that are invisible to consumers. According to our results, such contracts are pervasive globally, highlighting the incongruency between FCTC recommendations¹ and reality. Addressing contracts should be a public health priority to decrease tobacco promotion and improve public health.

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What this paper adds

- ⇒ Tobacco product manufacturers use incentives and requirements stipulated in contractual agreements with tobacco retailers to promote and advertise tobacco products.
- ⇒ To our knowledge, no review of the literature on contracts between tobacco manufacturers and tobacco retailers exists.
- ⇒ Our scoping review includes 27 studies and concludes that contracts are common among tobacco retailers; manufacturers provide retailers with generous incentives to promote tobacco products and provide prime placement; and contracts decrease tobacco prices and increase marketing.
- ⇒ Policy options include banning contracts and requiring payments from manufacturers to retailers be made publicly available.

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