



COUNTY OF WELLINGTON

COMMITTEE REPORT

To: Chair and Members of the Administration, Finance and Human Resources Committee
From: Andrea Ravensdale, Communications Manager
Date: Tuesday, April 25, 2023
Subject: **UPDATED SOCIAL MEDIA POLICY**

Background:

In 2012, Wellington County began using social media to deliver information to residents, businesses, and visitors. The County currently uses Facebook (2016), Twitter (2016), LinkedIn (2019), YouTube (2012). The Taste Real social media accounts are managed by Economic Development. Those accounts were already in existence when the County took on the Taste Real programme in 2013. All other County social media accounts are run by the Communications Division.

Recently, the County Solicitor suggested an Intellectual Property Lawyer review the County's current social media policy. Attached you will find the updated Social Media Terms and Conditions of Use related to that policy.

Recommendation:

That the Administration, Finance and Human Resources Committee approve the revised Social Media Terms and Conditions of Use.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrea Ravensdale', written in a cursive style.

Andrea Ravensdale
Communications Manager

Attachment: 2023 Revised **County of Wellington Social Media Terms and Conditions of Use**

County of Wellington Social Media Terms and Conditions of Use

The County of Wellington (the “**County**”) is committed to open and transparent communication and communicates with its residents using a variety of accepted tools, including social media.

Social Media Terms and Conditions of Use

By using and/or visiting these sites, users agree to abide by the following terms and conditions (these “Terms and Conditions”).

1. Social Media Disclaimer

A comment posted by a member of the public on any County social media or networking site is the opinion of the poster only, and publication of a comment does not imply endorsement of, or agreement by, the County of Wellington, nor do such comments necessarily reflect the opinions or policies of the County of Wellington.

For the most part, user comments and messages posted to the County of Wellington's official social networking sites are considered transitory records and will not be kept as a permanent record by the County. By using County of Wellington's social networking sites, users acknowledge and consent that their comments or messages may become part of the public record and used in official County of Wellington documentation. It is at County of Wellington's sole discretion which comments will be archived or used.

Images and comments posted by third parties do not necessarily represent the views of the County. The County cannot and does not guarantee users' privacy on third party social networking websites, as users are subject to the terms and conditions of the specific application on that website. Users should review and agree to the third party terms and conditions prior to participating.

The County will not be responsible for any losses or damages suffered as a result of using third party social networking websites. Users participate at their own risk and for their own benefit, and in so doing accept that they have no right of action against the County related to such use.

A link between the County's social networking site and any other website does not imply an endorsement or sponsorship by the County of that website, or the creator of that website.

2. Hours of Operation

The County is committed to operating its social networking sites as an effective method of communication with interested users. Sites will be monitored during the County's regular business hours of Monday to Friday, 8:30 am to 4:00 pm ET.

3. Conduct

The County of Wellington invites community members to post, share, discuss and debate while treating each other with respect. The County will not tolerate posts or comments that include the following and reserves the right to edit, modify, and/or remove comments or content containing any of the following without notice:

- Profane or inappropriate language or content;
- Personal attacks on individuals or specific groups;

- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, colour, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- Content considered to be defamatory, disrespectful or insulting to County staff or representatives;
- Sexual content or links to sexual content;
- Conduct or encouragement of illegal activity;
- Content related to non-County related industries;
- Content for the purposes of promoting or opposing a candidate for municipal, provincial or federal election;
- Information that may tend to compromise the safety or security of the public or public systems;
- Content that violates a legal ownership interest of any other party;
- Content that is believed to be inappropriate in the opinion of the County of Wellington's Communications Manager;
- Content that discusses politically charged issues and/or statements, County of Wellington attacks or political rants;
- Information that discloses personal information as protected in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA");
- Information about any identifiable individual (including photographs of , or information about that individual, as well as views or opinions about that individual), unless the identifiable individual provided specific, written consent to the County of Wellington in advance;

The County of Wellington may ask users to refrain from posting inappropriate comments, or mute, block or ban users for violating these social media commenting guidelines.

Posts that include profane and disrespectful language directed at County employees are not appropriate and will not be tolerated and the County will:

- Hide or delete the post if possible;
- If removal is not possible, ask the poster to delete the post and refrain from further disrespectful and inappropriate comments
- If the poster does not comply, ignore, mute or block the user.

Users may not use the County of Wellington name to endorse or promote any product, opinion, cause or political candidate. Representation of users' personal opinions as institutionally endorsed by the County is strictly prohibited.

The County may monitor social networking content for factuality and appropriateness and will make all reasonable efforts to ensure that the content it posts is accurate at the time of posting. However, it is in the nature of social networking communications that accuracy and timeliness are not guaranteed and may not be reliable; as such, users acknowledge that the County makes no such guarantees. Further, the County is not responsible for the authenticity or suitability of content posted to its social networking sites by others.

In the event of a discrepancy between the information contained on this website and the information contained in the records of the County, the information contained in the records of the County shall be deemed accurate.

4. Your Content

By posting, distributing, sending or displaying comments, posts, messages, images, videos or other content (“User Content”) to this social media site, you:

- hereby grant to the County of Wellington a non-exclusive, royalty-free, perpetual, transferable, irrevocable, fully paid-up, worldwide, and sub-licensable right to modify, adapt, edit or delete your User Content that does not adhere to these Terms and Conditions or the applicable social media site’s terms of use;
- represent and warrant that:
 - (a) you own and control all of the ownership rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such User Content on or through this social media site;
 - (b) such User Content is true, accurate, complete, and not misleading and does not infringe or otherwise violate or breach any applicable laws or regulations; and
 - (c) the usage, publication and posting of such User Content does not violate these Terms and Conditions and will not and could not violate any rights of, or cause injury to, any third person or entity.

5. Privacy

The County will adhere to all applicable legislation regarding privacy and freedom of information. The County is subject to MFIPPA, as amended and other privacy legislation.

Users should be aware that personal and other information contained in electronic correspondence (or printed versions thereof) which are directed to the County are subject to MFIPPA and may be deemed releasable under this legislation, and that the anonymity or confidentiality of the sender and any information contained within the correspondence cannot be guaranteed.

Please also be advised that when you use the County’s social media sites, you may be taken to other sites that may collect personally identifiable information about you. The County is not responsible in any way for the content found on any third party website. The County’s privacy policy (www.wellington.ca/privacy) does not cover third party data collection practices and we do not assume any responsibility for the actions of third parties.

6. Use of Collected Information

The County does not collect information for commercial purposes, nor does it sell, exchange, or otherwise distribute information collected through its use of social networking sites for commercial or marketing purposes.

The County will not, under any circumstances, use any information provided by users for any purpose that is inconsistent with the purpose for which the information was provided, as stated on the social networking site.

7. Disclaimer of Warranties and Limitation of Liability

The County’s social networking sites are provided on an “as is” and “as available” basis. The County

makes no representations or warranties of any kind, express or implied, as to the sites' operation or the information, content or materials included on these sites. The County will not be liable for any damages of any kind arising from the use of or inability to use these sites. Users expressly agree to use these sites solely at their own risk.

8. Indemnification

To the maximum extent permissible by law, you agree to defend, indemnify, and hold harmless the County of Wellington, and its members, trustees, agents, officers, contractors, volunteers and employees, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees, including reasonable legal fees and costs, arising out of or relating to your breach of these Terms and Conditions or your use or misuse of any County social media site.

9. Modification of Terms and Conditions of Use

The County reserves the right to change, at any time, and at the County's sole discretion, these Terms and Conditions of use. Please refer back to this page often to review these Terms and Conditions. Continued use of the social networking sites constitutes a user's agreement to all such Terms and Conditions.

10. Contact Details

If you have any questions or concerns, please contact:

County of Wellington
74 Woolwich Street
Guelph, Ontario
N1H 3T9

519.837.2600 x 2536

Intellectual Property and Privacy Rights

The County of Wellington is committed to the protection of privacy and complies with all applicable provisions in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and any other applicable legislation. By submitting your personal information, you consent to the collection, use and disclosure of this information in accordance with our privacy policy (www.wellington.ca/privacy)