



SOCIAL MEDIA POLICY

1. Social Media Policy

- 1.1. The Social Media Policy (“Policy”) relates to LCCI (Lismore Chamber of Commerce and Industry Inc.) and, where relevant, operates in conjunction with the Internet, Email and Computer Use Policy and the Contract of Employment or contract for service.

2. Commencement Of Policy

- 2.1. This Policy will commence from 1/05/2016. It replaces all other policies, if any, relating to access to social media platforms and social networking sites (whether written or not).

3. Scope

- 3.1. The Policy relates to all board members, full-time, part-time and casual employees of LCCI (Lismore Chamber of Commerce and Industry Inc.), as well as contractors, temporaries and subcontractors working for or on behalf of either a company or any associated companies in the LCCI workplace (“LCCI Contractors”).
- 3.2. The Policy also applies to LCCI Employees and LCCI Contractors’ participation in social media inside or outside of any LCCI workplace and includes use of an Employee’s own device.
- 3.3. The Policy does not form part of any contract of employment with LCCI nor does it form part of any contract for service with LCCI.

4. Definitions

- 4.1. In this Policy:

- (a) **“Blogging”** means the act of using web log or ‘blog’. A blog is a frequently updated website featuring diary-style commentary, audio-visual material and links to articles on other websites.
- (b) **“Confidential Information”** includes but is not limited to trade secrets of LCCI; non-public information about the organisation and affairs of LCCI such as: pricing information such as internal cost and pricing rates, production scheduling software, special supply information; marketing or strategy plans; exclusive supply agreements or arrangements; commercial and business plans; commission structures; contractual arrangements with third parties; tender policies and arrangements; financial information and data; sales and training materials; technical data; schematics; proposals and intentions; designs; policies and procedures documents; concepts not reduced to material form; information which is personal information for the purposes of privacy law; and all other information obtained from LCCI or obtained in the course of working or providing services to LCCI that is by its nature confidential.
- (c) **“Computer”** includes all laptop computers and desk top computers.

- (d) “Hand held device” includes all such devices which are used by LCCI Employees and LCCI Contractors , inside and outside working hours, in the workplace of LCCI (or a related corporation of LCCI) or at any other place. Such devices include, but are not limited to, mobile phones, Blackberrys, Palm Pilots, PDAs, iPhones, tablets, iPads, other handheld electronic devices, smart phones and similar products, and any other device used to access social networking sites or a social media platform.
- (e) “**Intellectual Property**” means all forms of intellectual property rights throughout the world including copyright, patent, design, trade mark, trade name, and all Confidential Information and including know-how and trade secrets.
- (f) “**Person**” includes any natural person, company, partnership, association, trust, business, or other organisation or entity of any description and a Person’s legal personal representative(s), successors, assigns or substitutes.
- (g) “Social Networking Site” and “Social Media Platform” includes but is not limited to Facebook, My Space, Bebo, Friendster, Flickr, LinkedIn, XING, Blogger, WordPress, You Tube, Twitter, Yahoo Groups, Google Groups Whirlpool, Instant Messaging Services, Message Board, Podcasts, ‘Wikis’ (e.g. Wikipedia) and other similar sites.

5. Representing LCCI on Social Media

- 5.1. In consideration of the type of business of LCCI, any comments about or in connection with LCCI made in a Social Media Platform must be factual and consistent information with LCCI’s goals and objectives . This means protecting commercially sensitive information in accordance a LCCI Employee’s contract of employment and a LCCI Contractor’s contract for service.
- 5.2. All LCCI Employees and LCCI Contractors are restricted from making comments on behalf of LCCI or use LCCI’s branding (including the corporate logo, internal logo and registered trademarks) in any Social Media Platform unless otherwise authorised.
- 5.3. Only the following LCCI Employees are authorised to speak on behalf of LCCI on Social Media Platforms:
 - (a) Chairman of the Board
 - (b) Association Secretary and Public Officer
 - (c) Executive Officer
- 5.4. LCCI recognises that circumstances may arise in which LCCI Employees and LCCI Contractors make mention of LCCI in social media.
- 5.5. Unless authorised by LCCI, any comments made by LCCI Employees and LCCI Contractors must contain a disclaimer that they are not representing LCCI and do not have authority to speak on behalf of LCCI and the views of the LCCI Employee/ LCCI Contractor do not represent the views of LCCI.

6. Acknowledgement

- 6.1. All LCCI Employees and LCCI Contractors acknowledge that:
 - (a) they are not to make comments which might reflect negatively on LCCI’s reputation or make deliberately false or misleading claims about LCCI, or its products or services. Any recognised inaccurate comments must have all reasonable efforts made by the LCCI Employee or LCCI Contractor to correct the statement;

- (b) they must not disclose confidential or commercially sensitive information about LCCI including LCCI's Confidential Information or Intellectual Property. This obligation continues after the employment or engagement ceases;
- (c) they must not endorse or cite any client, partner or supplier of LCCI without the explicit prior permission of the LCCI;
- (d) they must observe the relevant privacy, defamation and copyright laws; and
- (e) they must comply with relevant discrimination laws and LCCI policies that relate to discrimination and harassment.

7. Material Posted By Others

- 7.1. Inappropriate or disparaging content and information stored or posted by others (including non-employees) in the social media environment may also damage the LCCI's reputation.
- 7.2. If you become aware of any such material which may damage LCCI or its reputation, you must immediately notify the LCCI Executive Officer or Chairman.

8. External Social Media Platforms

- 8.1. When using external Social Media Platforms, including, but not limited to social networks and blogging sites, LCCI Employees and LCCI Contractors should not disparage or make adverse comments about LCCI, any LCCI Employee or any LCCI Contractor. This includes where such comments are made whilst a LCCI Employee or LCCI Contractor is contributing to a Social Media Platform using a LCCI computer and internet resources and similarly whilst using a non- LCCI computer or hand held device.
- 8.2. LCCI Employees and LCCI Contractors should be aware that, in accordance with the Internet Policy, internet usage is continuously logged and archived by LCCI for monitoring purposes, on an ongoing basis.
- 8.3. If it comes to LCCI's attention that a LCCI Employee or LCCI Contractor has made inappropriate and/or unauthorised comments about LCCI or a LCCI Employee or LCCI Contractor, LCCI may choose to take action against such person as outlined in the Policy. Action will not be limited to contributions made on a social media platform made whilst using LCCI computer and internet resources but may include action taken as a consequence of inappropriate and/or unauthorised contributions made about LCCI, a LCCI Employee or LCCI Contractor via a non- LCCI computer or hand held device.

9. LCCI Employees And LCCI Contractors' Responsibilities

- 9.1. LCCI Employees and LCCI Contractors are personally responsible to report any inaccurate, misleading or deceptive information they encounter about LCCI and its products and services to the Chairman of LCCI.

10. Warning

- 10.1. Apart from the potentially adverse effects a blog or social networking entry may have on LCCI, inappropriate blogs on internal or external sites can also have adverse consequences for a LCCI Employee or LCCI Contractors in terms of future career prospects, as the material remains widely and permanently accessible to other site users.
- 10.2. LCCI may use and disclose an Employee's social media posts where that use or disclosure is:

- (a) for a purpose related to the employment of any employee or related to LCCI's business activities; or
- (b) use or disclosure to a law enforcement agency in connection with an offence; or
- (c) use or disclosure in connection with legal proceedings; or
- (d) use or disclosure reasonably believed to be necessary to avert an imminent threat of serious violence to any Person or substantial damage to property.

10.3. While users are permitted to use LCCI's computer network for limited and reasonable personal use, Employees must be mindful that any information (personal or other) they disclose while using LCCI's computer network may be used and/or disclosed as provided for in clause 10.2 above. An Employee is taken to have consented to the use and disclosure of any information (personal or otherwise) that is disclosed during personal use of LCCI's computer network.

11. Consequences Of Breaching The Social Media Policy

11.1. Any breach of the Policy may result in disciplinary action, including, but not limited to, issue of a warning, demotion, suspension or termination of employment (or, for LCCI Contractors, the termination or non-renewal of their contract for service).

12. Contact

12.1. Any questions about this Policy should be directed to the Chairman of LCCI.

12.2. Variations

LCCI reserves the right to vary, replace or terminate this Policy from time to time.

Acknowledgement

I acknowledge:

- receiving the Policy;
- that I should comply with the Policy; and
- that there may be disciplinary consequences if I fail to comply, which may result in the termination of my employment.

Employee Name:

Signed:

Date:
