

## SOCIAL MEDIA POLICY

### 1. SOCIAL MEDIA POLICY

1.1 The Social Media Policy ('Policy') relates to Macquarie Grove Homes ('MGH') 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 15/11/2021. 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 full-time, part-time and casual employees of MGH ('MGH Employees'), as well as contractors, temporaries and subcontractors working for or on behalf of either a company or any associated companies in the MGH workplace ('MGH Contractors').

3.2 The Policy also applies to MGH Employees and MGH Contractors' participation in social media inside or outside of any MGH workplace and includes use of a Contractor's or an Employee's own device.

3.3 The Policy does not form part of any contract of employment with MGH. Nor does it form part of any contract for service with MGH.

### 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 MGH; non-public information about the organisation and affairs of MGH 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 MGH or obtained in the course of working or providing services to MGH that is by its nature confidential.

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- (c) **'Computer'** includes all laptop computers and desk top computers.
- (d) **'Hand Held Device'** includes all such devices which are used by MGH Employees and MGH Contractors , inside and outside working hours, in the workplace of MGH (or a related corporation of MGH) 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 MGH IN SOCIAL MEDIA

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

## 6. ACKNOWLEDGEMENT

6.1 All MGH Employees and MGH Contractors acknowledge that:

- (a) they are not to make comments which might reflect negatively on MGH's reputation or make deliberately false or misleading claims about MGH, or its products or services. Any recognised inaccurate comments must have all reasonable efforts made by the MGH Employee or MGH Contractor to correct the statement;
- (b) they must not disclose confidential or commercially sensitive information about MGH including MGH'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 MGH without the explicit prior permission of the Carina Ferguson;
- (d) they must observe the relevant privacy, defamation and copyright laws; and
- (e) they must comply with relevant discrimination laws and MGH 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 MGH's reputation.

7.2 If you become aware of any such material which may damage MGH or its reputation, you must immediately notify your manager and Carina Ferguson.

## 8. EXTERNAL SOCIAL MEDIA PLATFORMS

8.1 When using external Social Media Platforms, including, but not limited to, social networks and Blogging sites, MGH Employees and MGH Contractors should not disparage or make adverse comments about MGH, any MGH Employee or any MGH Contractor. This includes where such comments are made whilst a MGH Employee or MGH Contractor is contributing to a Social Media Platform using a MGH computer and internet resources and similarly whilst using a non-MGH computer or hand held device.

8.2 MGH Employees and MGH Contractors should be aware that, in accordance with the Internet, Email and Computer Use Policy, internet usage is continuously logged and archived by MGH for monitoring purposes on an ongoing basis.

8.3 If it comes to MGH's attention that a MGH Employee or MGH Contractor has made inappropriate and/or unauthorised comments about MGH or a MGH Employee or MGH Contractor, MGH 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 MGH computer and internet

resources but may include action taken as a consequence of inappropriate and/or unauthorised contributions made about MGH, a MGH Employee or MGH Contractor via a non-MGH computer or Hand Held Device.

**9. MGH EMPLOYEES' AND MGH CONTRACTORS' RESPONSIBILITIES**

9.1 MGH Employees and MGH Contractors are personally responsible to report any inaccurate, misleading or deceptive information they encounter about MGH and its products and services to the Carina Ferguson.

**10. WARNING**

10.1 Apart from the potentially adverse effects a blog or social networking entry may have on MGH, inappropriate blogs on internal or external sites can also have adverse consequences for a MGH Employee or MGH Contractors in terms of future career prospects, as the material remains widely and permanently accessible to other site users.

10.2 MGH may use and disclose an Employee's or Contractor's social media posts where that use or disclosure is:

- (a) for a purpose related to the employment of any employee or related to MGH'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 MGH's computer network for limited and reasonable personal use, Employees and Contractors must be mindful that any information (personal or other) they disclose while using MGH's computer network may be used and/or disclosed as provided for in clause 10.2 above. An Employee or Contractor is taken to have consented to the use and disclosure of any information (personal or otherwise) that is disclosed during personal use of MGH'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 MGH Contractors, the termination or non-renewal of their contract for service).

**12. MGH CONTACT**

12.1 Any questions about this Policy should be directed to Carina Ferguson Carina Ferguson.

## Variations

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