

## SOCIAL MEDIA POLICY

### 1. SOCIAL MEDIA POLICY

1.1 The Social Media Policy ('Policy') relates to Bonnyrigg Tyres & Mechanical ('Bonnyrigg Tyres') 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 10/2/2020. 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 Bonnyrigg Tyres ('Bonnyrigg Tyres Employees'), as well as contractors, temporaries and subcontractors working for or on behalf of either a company or any associated companies in the Bonnyrigg Tyres workplace ('Bonnyrigg Tyres Contractors').

3.2 The Policy also applies to Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors' participation in social media inside or outside of any Bonnyrigg Tyres 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 Bonnyrigg Tyres. Nor does it form part of any contract for service with Bonnyrigg Tyres.

### 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 Bonnyrigg Tyres; non-public information about the organisation and affairs of Bonnyrigg Tyres 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 Bonnyrigg Tyres or

obtained in the course of working or providing services to Bonnyrigg Tyres 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 Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors , inside and outside working hours, in the workplace of Bonnyrigg Tyres (or a related corporation of Bonnyrigg Tyres) 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 Bonnyrigg Tyres IN SOCIAL MEDIA

- 5.1 In consideration of the type of business of Bonnyrigg Tyres, any comments about or in connection with Bonnyrigg Tyres made in a social media platform must be factual and consistent information with Bonnyrigg Tyres's goals and objectives. This means protecting commercially sensitive information in accordance a Bonnyrigg Tyres Employee's contract of employment and a Bonnyrigg Tyres Contractor's contract for service.
- 5.2 All Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors are restricted from making comments on behalf of Bonnyrigg Tyres or using Bonnyrigg Tyres's branding, (including the corporate logo, internal logo and registered trademarks), in any Social media platform unless otherwise authorised.
- 5.3 Only the following Bonnyrigg Tyres Employees are authorised to speak on behalf of Bonnyrigg Tyres on Social media platforms:
  - (a) OWNER
- 5.4 Bonnyrigg Tyres recognises that circumstances may arise in which Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors make mention of Bonnyrigg Tyres in social media.

5.5 Unless authorised by Bonnyrigg Tyres, any comments made by Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors must contain a disclaimer that they are not representing Bonnyrigg Tyres and do not have authority to speak on behalf of Bonnyrigg Tyres, and the views of the Bonnyrigg Tyres Employee/Bonnyrigg Tyres Contractor do not represent the views of Bonnyrigg Tyres.

## 6. **ACKNOWLEDGEMENT**

6.1 All Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors acknowledge that:

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

7.2 If you become aware of any such material which may damage Bonnyrigg Tyres or its reputation, you must immediately notify your manager and Simon Grima on [ContactofDirectorMedia].

## 8. **EXTERNAL SOCIAL MEDIA PLATFORMS**

8.1 When using external Social Media Platforms, including, but not limited to, social networks and Blogging sites, Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors should not disparage or make adverse comments about Bonnyrigg Tyres, any Bonnyrigg Tyres Employee or any Bonnyrigg Tyres Contractor. This includes where such comments are made whilst a Bonnyrigg Tyres Employee or Bonnyrigg Tyres Contractor is contributing to a Social Media Platform using a

Bonnyrigg Tyres computer and internet resources and similarly whilst using a non-Bonnyrigg Tyres computer or hand held device.

- 8.2 Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors should be aware that, in accordance with the Internet, Email and Computer Use Policy, internet usage is continuously logged and archived by Bonnyrigg Tyres for monitoring purposes on an ongoing basis.
- 8.3 If it comes to Bonnyrigg Tyres's attention that a Bonnyrigg Tyres Employee or Bonnyrigg Tyres Contractor has made inappropriate and/or unauthorised comments about Bonnyrigg Tyres or a Bonnyrigg Tyres Employee or Bonnyrigg Tyres Contractor, Bonnyrigg Tyres 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 Bonnyrigg Tyres computer and internet resources but may include action taken as a consequence of inappropriate and/or unauthorised contributions made about Bonnyrigg Tyres, a Bonnyrigg Tyres Employee or Bonnyrigg Tyres Contractor via a non-Bonnyrigg Tyres computer or Hand Held Device.

**9. Bonnyrigg Tyres EMPLOYEES' AND Bonnyrigg Tyres CONTRACTORS' RESPONSIBILITIES**

- 9.1 Bonnyrigg Tyres Employees and Bonnyrigg Tyres Contractors are personally responsible to report any inaccurate, misleading or deceptive information they encounter about Bonnyrigg Tyres and its products and services to the Simon Grima.

**10. WARNING**

- 10.1 Apart from the potentially adverse effects a blog or social networking entry may have on Bonnyrigg Tyres, inappropriate blogs on internal or external sites can also have adverse consequences for a Bonnyrigg Tyres Employee or Bonnyrigg Tyres Contractors in terms of future career prospects, as the material remains widely and permanently accessible to other site users.
- 10.2 Bonnyrigg Tyres 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 Bonnyrigg Tyres'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 Bonnyrigg Tyres'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 Bonnyrigg Tyres'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 Bonnyrigg Tyres'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 Bonnyrigg Tyres Contractors, the termination or non-renewal of their contract for service).

**12. Bonnyrigg Tyres CONTACT**

12.1 Any questions about this Policy should be directed to Simon Grima [ContactDirectorMedia].

**Variations**

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