



## **SOCIAL MEDIA TERMS OF USE**

### **January 2016**

#### **Purpose**

This document provides the guidelines for the establishment and use by SANDAG of social media sites as a means of conveying information to the public and terms of use for members of the public posting comments on those sites.

SANDAG's ability to communicate to the public directly is crucial to adequate dissemination of information to the public. SANDAG has a compelling interest in ensuring that its information distribution channels remain a place for public information concerning the SANDAG mission. Any use of the unique distribution channels within SANDAG control for purposes unrelated to or in conflict with its mission is to be avoided, as it effectively "pre-empts" the availability of information to the public regarding the SANDAG mission. For these reasons, SANDAG shall maintain its right to limit access to these channels.

For purposes of this document, "social media" are any sites with content created by individuals using highly accessible and scalable web-based technologies. Examples of social media include Facebook, blogs, MySpace, RSS feeds, YouTube, Twitter, LinkedIn, Yelp, Instagram, Flickr. The term "comments" includes information, pictures, videos, articles, or any other form of communicative content posted on a SANDAG social media site.

1. Any SANDAG social media sites will be administered by SANDAG Communications Staff.

#### **Guidelines**

2. SANDAG social media sites will state that they are maintained by SANDAG and that they follow the SANDAG Social Media Terms of Use.
3. Wherever possible, the SANDAG social media sites will link or reference back to an official SANDAG website for forms, documents, online services, and other information necessary to conduct business with SANDAG.
4. The content will be monitored to attempt to ensure conformance to the SANDAG Social Media Terms of Use.
5. SANDAG reserves the right to restrict or remove any content that is deemed in violation of this Social Media Terms of Use or any applicable law.
6. The SANDAG website sandag.org will remain SANDAG's primary and predominant internet presence.

7. All SANDAG social media sites will adhere to applicable federal, state, and local laws, regulations and policies.
8. SANDAG social media sites are subject to the California Public Records Act. Any content maintained in a social media format that is related to SANDAG business, including a list of subscribers, posted communications, and communications submitted for posting, may be a public record subject to public disclosure. SANDAG will endeavor to maintain records of postings on its social media sites, however, due to changing technology and SANDAG's inability to control the amount of information on servers maintained by third parties, older records may be incomplete or unavailable for retrieval.
9. This Social Media Terms of Use document may be revised at any time.

### **Terms of Use**

1. SANDAG reserves the right to remove submissions that contain:
  - a. Vulgar or obscene content;
  - b. Defamatory or personal attacks;
  - c. Threats to any person or organization;
  - d. Offensive comments that target or disparage any group that constitutes a protected class under California law;
  - e. Comments that are clearly off-topic, irrelevant, or unintelligible;
  - f. Encouragement of illegal activity;
  - g. Offers to sell products or services;
  - h. Comments in support of, or in opposition to, any political campaigns or ballot measures;
  - i. Infringements on copyrights or trademarks;
  - j. Private, personally identifiable, sensitive or confidential information;
  - k. Comments that may conflict with any applicable federal, state, or local law, statute, or ordinance.
2. Comments, references, or links to other sites expressed on the social media site by others do not reflect the opinions and position of SANDAG or its officers and employees.
3. Comments on topics or issues not within the jurisdictional purview of SANDAG may be removed.
4. SANDAG reserves the right to deny access to SANDAG social media sites for any individual who violates SANDAG's Social Media Terms of Use at any time and without prior notice.

5. All comments posted to any SANDAG social media sites must comply with the SANDAG Social Media Terms of Use. SANDAG reserves the right to report any violation to the owners/operators of social media servers or legal authorities if appropriate.
6. By submitting or posting any material on a SANDAG social media site, you grant SANDAG a non-exclusive, perpetual license for the use of that material in any advertising or broadcasting medium, without additional compensation from SANDAG.
7. Communications made through the SANDAG social media sites will in no way constitute a legal or official notice, an official public comment to SANDAG, or official public comment for purposes of environmental reviews or other applicable project approvals. All comments that a member of the public would like to have answered or considered as official public comment must be directed to [pio@sandag.org](mailto:pio@sandag.org) or (619) 699-1900. To find information about formal public comment opportunities visit [sandag.org/notices](http://sandag.org/notices).
8. SANDAG communications staff may, at the discretion of the Communications Director, respond to comments left on social media sites and participate in discussions concerning SANDAG projects and activities. These comments are not intended to be official statements or positions regarding SANDAG projects or policy. The information provided on social media sites is deemed to be reliable but SANDAG provides no express or implied warranties regarding accuracy or fitness.