

## COLLECTION NOTICE

The above information and the details of your visit to the website on which the **[insert name of blog and, if applicable, the program to which the blog relates]** (the “Blog”) resides (the “Website”), including your IP address, the date and time of your visit, and your acceptance of the following Moderation Policy and the Terms of Use (collectively, the “Terms”), is collected by Government Communications and Public Engagement, Ministry of Finance (“GCPE”) under section 26(c) and section (e) of the *Freedom of Information and Protection of Privacy Act* (British Columbia) for the purpose of obtaining your views, facilitating discussion with other Blog users, and administering the Blog and the Website. Your information will be used and disclosed as set out in the Terms below. Should you have any questions about the collection of your personal information, please contact: Tanya Twynstra, Director, Citizen Engagement, 4th Floor - 617 Government Street; PO Box 9409, Stn Prov Govt, Victoria, BC V8W 9V1, tel: 250-507-2163

## TERMS

All use of the Blog is governed by the Terms, so please read them carefully. By ticking the “I Agree” box (or any similar box or mechanism), you are conclusively deemed to have read and agreed unconditionally to the Terms. The Terms constitute an agreement between you, as a user of the Blog (“you”, “You”, “your” or “Your”, as applicable) and Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of **[insert applicable ministry name (e.g., Agriculture, Education, Environment), but do not include the word “Ministry”]** (the “Province”) with respect to, and in exchange for, your use of the Blog. To use the Blog and accept the Terms, you must be, and you represent and warrant that you are, at least 19 years of age. Capitalized terms not defined below are used as defined above.

## MODERATION POLICY

The Blog is a discussion forum that welcomes candid dialogue and diverse views. This Moderation Policy is intended to ensure that all Blog users are able to participate in an exchange of information and ideas in a positive, constructive and beneficial way.

### Blog Content

In accordance with the Terms, all comments, questions, ideas, materials and other contributions submitted by Blog users in relation to the Blog (collectively, “Content”) will be moderated before being posted.

Blog conversations are expected to follow the conventions of polite discourse. They should be carried on in a constructive and good-natured manner and should focus on the issues being discussed rather than the individual making the comment. Personal attacks will not be tolerated.

Unlawful, objectionable or inappropriate Content does not belong on the Blog and should not be submitted for posting. This includes any Content that:

1. contains profanity or is defamatory, threatening, hateful, personally disparaging, harassing, indecent, vulgar, obscene, illegal, immoral or sexually explicit (partially masking profanity or other unacceptable language by substituting asterisks or other symbols into a word is not acceptable if the word remains recognizable);
2. is disrespectful of the Blog hosts or moderators, other Blog users or their opinions, ideas or beliefs;
3. appears to, or does actually, infringe the copyright, trade-mark, right of privacy, right of publicity or any other intellectual property or other proprietary right of any third party, including other Blog users (links to any third party materials should be included, rather than copying those materials into the Content);
4. contains information about, or images (e.g., photographs, videos or illustrations) of, any individual other than the individual submitting the Content;
5. impersonates another individual, living or dead;
6. attempts to make contact with a minor outside of the Blog forum;
7. advertises any product, individual, organization or other entity, or directs attention to another website for personal gain;
8. provides links to, or information about, other sites that contain unlawful, objectionable or inappropriate content;
9. contains long embedded URLs, excessive links, code or other materials that could compromise the integrity or security of the Blog, or of the server or the Website;
10. appears to be spam-like messaging or repeat postings;
11. is far off-topic or intentionally disrupts a Blog forum discussion; or
12. makes unproven or unsupported accusations against individuals, groups or organizations.

Any concerns you may have about Content posted by you, or about inappropriate Content posted by others, should be sent by email to [citizenengagement@gov.bc.ca](mailto:citizenengagement@gov.bc.ca), citing the date and author of the Content in question.

### **Media Inquiries**

Media inquiries will not be posted on the Blog. Reporters are asked to send questions through their regular channels.

### **Hours of Operation**

The Blog is expected to be available 24 hours a day, 7 days a week, subject to unforeseen circumstances such as power outages and system failures. Content can be submitted at any time. However, given the need to manage provincial resources, Content may not be reviewed and posted immediately. Moderating and posting of Content will generally occur during regular business hours Monday through Friday, excluding statutory holidays in British Columbia. Content submitted outside of these hours will be reviewed and posted at the earliest opportunity.

### **Freedom of Information Requests**

Please be aware that most government information, including the contents of the Blog, may be the subject of a freedom of information request. Please consider this when submitting Content as it is possible that some or all of the Content will be disclosed publically under the *Freedom of Information and Protection of Privacy Act* (British Columbia).

To protect your privacy, do not include your phone number, e-mail address or other personal information you would not wish to be disclosed publically in the body of any Content submitted

for posting on the Blog. Instead, if you have an inquiry of a personal nature, please contact [citizenengagement@gov.bc.ca](mailto:citizenengagement@gov.bc.ca).

### **Questions**

If you have questions about this Moderation Policy or how it is applied, please contact: [CitizenEngagement@gov.bc.ca](mailto:CitizenEngagement@gov.bc.ca) or Tanya Twynstra, Director, Citizen Engagement, 4th Floor - 617 Government Street; PO Box 9409, Stn Prov Govt, Victoria, BC V8W 9V1, tel: 250-507-2163

## **TERMS OF USE**

### **Submission and Moderation of Content**

You agree that you will only use the Blog and submit Content in accordance with the Terms. Your failure to do so may result in you being temporarily and/or permanently suspended from using the Blog.

In accordance with the Terms, all Content will be read and moderated before being published on the Blog and you expressly grant the Province the right to moderate, edit, refuse to post, remove and/or delete any Content that the Province deems, in its absolute discretion, to be unlawful, objectionable, inappropriate or otherwise contrary to the Terms.

### **Ownership and License**

You retain ownership of all Content you submit to the Blog. You represent and warrant that you have obtained all necessary rights and permissions to grant to the Province the license described below in these Terms of Use, and that Content submitted by you does not and will not infringe the intellectual property or other rights of any other individual or entity.

You hereby grant to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, unrestricted license to exercise in respect of your Content those rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, distribute and display your Content in any and all formats now known or hereinafter devised. You agree that the Province may engage independent contractors and service providers to assist the Province in exercising these rights.

You further agree to waive any moral rights that you may have in your Content.

With the exception of Content submitted by you and other Blog users, all intellectual property (including copyright, official marks and trade-marks) contained in the Blog and the Website is owned by the Province or its licensors. If you wish to make use of any such intellectual property, you must first obtain permission in accordance with the Province's [policies](#).

### **Third Party Websites**

The posting of any Content that includes links to any third party websites does not imply any association with, or endorsement of, such websites by the Province. The Province does not control, and is not responsible for the content of, any third party websites.

### **Warranty Disclaimer**

You agree that your use of the Blog and the Website is entirely at your own risk and that you will be liable for any failure to abide by the Terms. In addition to the Province's general [Warranty](#)

[Disclaimer](#), the Province makes no representations or warranties, expressed or implied, regarding:

1. the availability of the Blog or the Website; or
2. the accuracy, completeness or currency of any information, including Content, posted to the Blog or included on the Website.

### **Limitation of Liability**

In addition to the Province's general [Limitation of Liabilities](#), you agree that under no circumstances will the Province or any of its respective servants, employees or agents be liable to you or any individual or entity for any direct, indirect, special, incidental, consequential, or other damages (whether based on contract, tort, strict liability or otherwise) as a result of any:

1. use of or reliance on any Content or other information included on the Website;
2. use of the Blog or the Website; or
3. failure to abide by the Terms.

Without limiting the general nature of the foregoing, you agree that the Province is not responsible for any lost, intercepted, incomplete, illegible or misdirected Content, connection failures or Website unavailability, failed, incomplete, garbled or delayed transmissions, or hardware, software or other technical malfunctions.

### **Indemnity**

You agree to indemnify and hold harmless the Province and its servants, employees and agents from and against any and all claims, actions, causes of action, liabilities, damages, demands, losses, costs or expenses (including any claim of infringement of intellectual property rights, rights of privacy or publicity, or any claim with respect to libel, slander or other defamation), arising directly or indirectly out of or in connection with: (a) any Content submitted by you; (b) your use of the Website, the Blog and/or any Content; or (c) your breach of any provision of the Terms, including if any representation or warranty provided by you is or becomes untrue.

### **Termination of Blog and Amendments to Terms**

The Province reserves the right to stop providing the Blog at any time. The Province also reserves the right to modify the Terms at any time, without notice being provided directly to you.

You understand and agree that it is your responsibility to review the Terms on a regular basis to ensure that you are aware of any modifications that may have been made. Your continued use of the Blog constitutes your acceptance of any such modified Terms. In the event that you do not agree to be bound by any such modified Terms, then your sole remedy is to stop using the Blog.

### **Collection, Use and Disclosure of Personal Information**

Your name, e-mail address **[insert age, role and/or region if these will also be collected]** and opinions are collected and will be used by GCPE for the purposes of obtaining your views and facilitating discussion with other Blog users.

In addition, the details of your visit to the Website, including your IP address, the date and time of your visit, and your acceptance of the Terms, are collected and will be used by GCPE for the purpose of administering the Blog and the Website.

The authority to collect your personal information comes from Section 26(c) and section (e) of the *Freedom of Information and Protection of Privacy Act* (British Columbia). If you have any questions about the collection of your personal information, please contact: Tanya Twynstra, Director, Citizen Engagement, 4th Floor - 617 Government Street; PO Box 9409, Stn Prov Govt, Victoria, BC V8W 9V1, tel: 250-507-2163

Your name and opinions will be used for, and publicly accessed and disclosed worldwide on, the Blog.

Your name **[insert role, age and/or region if these will also be disclosed]**, email address and opinions will also be disclosed to the **[insert ministry/ministries]** to allow **[that ministry/these ministries]** to consider your views and facilitate the Blog.

Your name and e-mail address may also be used by GCPE and the **[insert other ministry/ministries]** to contact you in order to clarify your Content, to notify you of future opportunities to participate in public consultations and to keep you updated on the progress of issues that are related to the Blog topic(s). If you do not wish to be notified of future opportunities, please notify the contact listed above in these Terms of Use.

By accepting the Terms, you hereby consent to the use, disclosure of, and access to, your personal information, inside and outside of Canada, for the purposes set out above. Your consent will be effective from the date that you confirm your acceptance of the Terms until the date that you withdraw, in writing, your consent to the contact listed above in these Terms of Use.

Any personal information collected from you will be collected, used and disclosed in accordance with the Terms and the Province's legislation and general [Privacy Policy](#). If you think that your personal information has been improperly disclosed on the Blog, please notify GCPE immediately by e-mail at [CitizenEngagement@gov.bc.ca](mailto:CitizenEngagement@gov.bc.ca), citing the date and author of the Content where the disclosure occurred.

### **General**

The Terms, including the information for which links are provided within the Terms, constitute the entire agreement between you and the Province with respect to your use of the Blog.

The use of "includes" or "including" in the Terms is not intended to be limiting.

If any term or provision of the Terms is invalid, illegal or unenforceable, all other terms and provisions of the Terms will nonetheless remain in full force and effect.

The Terms will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia. You agree that any action at law or in equity in any way arising from the Terms and/or in any way associated with your use of the Blog will be resolved by arbitration under the *Arbitration Act* (British Columbia) and that the place of arbitration will be Victoria, British Columbia.