Social media is an integral part of Historica Canada’s communications efforts, offering an additional model to engage with participants, colleagues, other stakeholders and the Canadian public at large. Historica Canada believes this kind of interaction builds stronger, more successful relationships with all our stakeholders. It is also a way to take part in country-wide conversations related to the work we are doing at Historica Canada and the issues and events we care about.

By participating in any of Historica Canada’s social media channels (e.g. program websites), you agree to the following Terms of Use. These Terms of Use may be amended from time to time without prior notice, so please review them periodically. Any reference to Historica Canada in these Terms of Use includes Historica Canada and any of its programs, currently running, or run in the past, including Encounters With Canada.

Historica Canada is responsible for the content of its own productions and those it commissions. Historica Canada must honour the agreements it has with its sponsors, partners, and the collective agreements with its artists and collaborators. To that end, no publication, reproduction or communication of such content to the public is authorized except in the specific cases set out in the federal Copyright Act, upon granting of a licence by Historica Canada, or upon granting of clear permission for a particular subject or activity.

When you interact with Historica Canada social media channels, you are responsible for the content you contribute by any means, whether through comments, in discussion forums or in programming-related activities, such as contests, interactive activities and also including using third-party social media. You must follow the Terms of Use and you must hold all of the required rights and authorizations to the content of your submissions and you grant to Historica Canada a licence to reproduce and broadcast it.

If you access Historica Canada social media channels through third-parties’ platforms such as Facebook, Twitter or others, their terms of use also apply.

This agreement applies to all users of Historica Canada websites and other social media tools (“social media tools” or “social media channels”).

This agreement refers to freely accessible online tools used to produce, post and interact using text, images, video, and audio to communicate, share, collaborate, or network. This includes websites, blogs, social networks, videos and photos file sharing, folksonomic tagging, podcasting and vodcasting, wikis and other similar tools. For the purposes of this policy, social media also refers to public-facing Historica Canada and third-party-hosted sites.
General Terms

Historica Canada does not endorse any of the views expressed in comments, links, images or video posted by third party users, and in no way confirms the accuracy of those items. Historica Canada will make reasonable attempts to ensure that items posted by users that violate our user content requirements are deleted and the user blocked from our accounts. Content posted to Historica Canada social media channels does not necessarily reflect the opinions or ideas of Historica Canada or its sponsors. While Historica Canada does not assume responsibility for any user content posted on its social media channels, Historica Canada will take measures to ensure content posted by users adhere to the terms of use set out below.

When using social media tools, you agree that:

a. You are responsible for the content you post, and any consequences thereof.

b. You will not submit content that can be considered inappropriate, as defined below.

c. Inappropriate comments and postings would include, but not be limited to:
   
   • Commercial advertising
   • Advocacy of a particular political party
   • Disparaging remarks of a particular individual or group
   • Content that uses offensive language, tone or gestures, or that could be seen as offensive or insulting on the basis of gender, age, race, sexual orientation, religion or culture
   • Content that is defamatory, abusive, obscene, fraudulent or deceptive
   • Harassment or written attacks
   • Insults
   • Vulgarity
   • Pornography
   • Any content that depicts criminal activity

d. Historica Canada reserves the right to determine if user content, or any part thereof, can be considered inappropriate, and may at its sole discretion, remove that content without prior notice.

e. Designated monitors will regularly audit and monitor the social media site to ensure adherence to Historica Canada policies and the policies of the provider of the
applicable social media tool, and that inappropriate postings are removed in a timely fashion and the user potentially blocked.

f. Content you post does not infringe on any copyright or intellectual property rights.

g. Websites you link to on Historica Canada websites or social media channels follow the same policies and standards.

h. You have obtained all required parental authorizations if you are minor in your province or territory of residence or if your submissions involve minors.

Historica Canada reserves the right, but does not assume the responsibility, to review, delete, edit or otherwise alter user content in any manner that it sees fit, in its sole discretion. However, Historica Canada cannot review nor ensure the prompt removal of all objectionable user content and assumes no liability for doing so.

**Availability**

While the Internet is a “24/7” medium, and messages, posts and feedback are welcome at any time, messages and comments will be read as early as possible. Messages and comments posted after business hours or on weekends and statutory holidays may take longer to be addressed. Social media channels may occasionally be unavailable. Historica Canada is not responsible for a lack of service caused by social media downtime.

**Sharing and Re-Tweeting**

Historica Canada may share relevant and interesting information for followers by sharing or re-tweeting links and comments. The decision to share or re-tweet a particular message or to “like” or “follow” particular content does not imply endorsement of any kind. By submitting or uploading user content, you are authorizing us to use and reproduce the user content and your name on our social media channels and in our marketing materials.

You may place links to Historica Canada digital pages on your own web pages or sites or on social media. You may not repost content from Historica Canada social media tools in any other way without first obtaining a license. Historica Canada may, at its sole discretion, intervene to remove content communicated to the public without authorization on third-party sites and take legal action to enforce its rights.
Idea Submissions

Historica Canada welcomes suggestions and ideas on how we can improve, but does not seek unsolicited ideas regarding new programs and initiatives. Nevertheless, if you provide ideas and suggestions in social media channels, you waive any claim of ownership in such ideas and suggestions and any claim they are confidential or proprietary. Historica Canada may use or disclose the same without any liability or compensation to you.

Copyright

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You represent and warrant that user content that you post on Historica Canada social media channels is original and has not been previously published (except by you), that you have all rights to that content (either generated by you, or by a third party), or that any content has had usage rights cleared. You agree to indemnify and hold harmless Historica Canada, its employees, agents, officers, directors, members, consultants, and successors from any claim or losses arising from a breach of these representations and warranties. Historica Canada reserves the right to modify or adapt any user content that you provide, and reserves the right to remove any user content alleged to be infringing, in its sole discretion, without prior notice.

When you post content (texts, images, sounds, etc.) to Historica Canada websites or social media, you grant to Historica Canada a royalty-free, irrevocable, perpetual, non-exclusive, worldwide license to publish, edit, reproduce and distribute by any means of communication controlled or authorized by Historica Canada, including social media.

You waive all moral rights in your submission and allow Historica Canada to modify it to facilitate understanding and to identify you as the author. Historica Canada is under no obligation to publish your submissions or to keep them accessible; such decisions are at its sole discretion.
If your submission includes your or someone else’s image or voice, you grant Historica Canada irrevocable permission to broadcast it by any means of communication controlled or authorized by Historica Canada. You give Historica Canada permission to publish your full name and city in any form or platform in connection with your submission. Similarly, you give Historica Canada permission to contact you for follow-up in connection with anything you submit to Historica Canada digital services.

Certain names, words, phrases, logos, marks and designs that appear on Historica Canada websites and social media channels are official marks, trade-marks or trade-names of Historica Canada in Canada. Nothing in this agreement or on an Historica Canada social media channel shall be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a license or other right to you to use any of the marks or names or any other intellectual property right of Historica Canada. The names of other companies, products and services referred to on a Historica Canada social media channel may be trade-marks or trade-names of their respective owners. Any use of the trade-marks or trade-names of Historica Canada or of third parties without the prior written consent of the applicable party is strictly prohibited.

Privacy

Any information that you provide to Historica Canada is subject to Historica Canada’s Privacy Policy. By using any Historica Canada social media channel, you consent to the collection and use of your personal information in accordance with Historica Canada’s Privacy Policy.

Historica Canada does not have any control over social media channels, and therefore we have no responsibility or liability for the manner in which the organizations that operate Historica Canada’s social media channels collect, user or disclose, secure and otherwise treat your personal information.

Historica Canada cannot and does not guarantee your privacy on third party social media channels or websites as users are subject to the terms and conditions of the specific application. Users should review and agree to the third party terms and conditions prior to participating.
**Accuracy**

Historica Canada may monitor social networking content for factuality and appropriateness and will make reasonable efforts to ensure that content it posts is accurate at the time of posting. However, it is in the nature of social networking communications that accuracy and timeliness are not guaranteed and may not be reliable; as such, you acknowledge that Historica Canada makes no such guarantees.

**Information Collection**

Historica Canada may use social media monitoring tools and may collect and measure publicly accessible information available to us about social media activity in order to provide content that is relevant and potentially interesting to followers or users.

We may measure publicly accessible conversations mentioning Historica Canada and may review publicly accessible basic user information. This information may be used for the purposes of market research, operations and communications and it will be used in aggregate form, removing any identifying details.

**Historica Canada Employees in Social Media**

Some Historica Canada employees may be active on social media channels through their own personal accounts, under their own names or pseudonyms. Despite their professional affiliation with Historica Canada, their posts do not represent the official position of Historica Canada, and they should be considered their personal views and opinions.

**Compliance with Laws**

In addition to complying with these Terms of Use, you agree to use Historica Canada social media channels, Historica Canada materials and user content for lawful purposes only and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

Potential users of an Historica Canada social media channel in any jurisdiction of the world whose laws (common, statutory, regulatory or codified) would: (i) void these Terms of Use in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or (ii) render
accessing the Historica Canada social media channel illegal, are not authorized to use
the Historica Canada social media channel.

**Indemnity**

You agree to indemnify, defend and hold Historica Canada harmless from and against
any and all claims, liabilities, damages, demands, suits, actions, losses or expenses
(including all legal fees) (collectively "Claims") arising out of:

a. your infringement of any Historica Canada or third party official mark, trade-mark,
   trade secret, copyright, patent or other intellectual property rights and from any
   Claims which may arise, now or in the future as a result of your use of an Historica
   Canada social media channel or user content that you post;

b. any act or omission by you, your employees or agents which results in: (i) loss,
   damage, interference with or disruption to, a Historica Canada social media channel;
   (ii) use of a social media channel for any illegal purpose; or (iii) use of a Historica
   Canada social media channel to achieve any unauthorized or prohibited access to
   computer systems or data;

c. your use of a Historica Canada social media channel;

d. your breach of any of these Terms of Use, Historica Canada's Customer Privacy
   Policy or any rule, regulation, guideline or policy of Historica Canada as may be
   established and changed from time to time;

e. The downloading of materials from a Historica Canada social media channel is done
   at your own risk. Historica Canada does not at any time represent, covenant,
   guarantee or warrant that such materials are free of viruses, worms, Trojan horses
   or other destructive code. You are responsible for implementing safeguards to
   protect your computer system and data and you are responsible for the entire cost of
   any service, repairs or corrections necessary as a result of the use of an Historica
   Canada social media channel.

**Media Enquiries**

Media representatives are asked to refrain from submitting questions, comments or
requests through Historica Canada social media channels. Please e-mail us at
communications@historicacanada.ca.
General Enquiries

Historica Canada is committed to serving its customers in a timely, accurate and fair manner. For general enquiries or questions about our products and services, please contact us at: info@historicacanada.ca.