

## NSW Ombudsman Twitter account

### Terms of Use

Users\* of the NSW Ombudsman Twitter account agree to only use this forum for lawful purposes and in a manner that does not infringe the rights of, or restrict the use and enjoyment of the forum, by any other person. This includes avoiding any conduct which is unlawful, or which may harass or cause distress or inconvenience to any person.

You must not use the NSW Ombudsman Twitter account to transmit any unlawful, defamatory, obscene, offensive or scandalous content or any material that constitutes or encourages conduct that would be in breach of the law or disrupt the operation of the forum.

One of the primary functions of the NSW Ombudsman is to handle complaints, however the NSW Ombudsman does not accept complaints via Twitter. You must not use the NSW Ombudsman Twitter account to make a complaint to the Ombudsman. If you wish to make a complaint, use the [online complaint form](#) available on our website or [contact our office directly](#).

In using or interacting with the NSW Ombudsman Twitter account, you agree:

- to always comply with the terms of use of Twitter
- to always treat other people using the NSW Ombudsman Twitter account with respect and courtesy
- not to use the NSW Ombudsman Twitter account as a channel to defame, libel, insult, abuse, harass, stalk, threaten or attack anyone
- not to post any material that is offensive, obscene, vulgar or violent
- not to post any material that vilifies or discriminates against any particular gender, religion, sexual preference, age, disability, marital or domestic status, race/ethnicity, criminal record or political opinion
- not to use the Twitter forum to make or submit a complaint to the NSW Ombudsman
- not to post any material that is fraudulent, deceptive or misleading, including not impersonating or falsely representing any other person or organisation
- not to post material that advertises, offers or promotes anything of a commercial nature (for example, any material that may breach the *Spam Act 2003 (Cth)*)
- not to post any material or encourage any conduct that would constitute a criminal offence or give rise to civil liability or is otherwise illegal or unlawful
- to protect your personal privacy and that of others by not posting any personal information (eg. names, e-mail addresses, phone numbers, photographs, etc) relating to yourself or anyone else
- not introduce any virus or other form of malicious code into the Twitter channel
- not to deliberately disrupt discussions (eg. participate in trolling)
- not to post irrelevant or excessively long material.

If you breach any of these terms of use, we may, in our sole discretion:

- make attempts to remove or delete any material you have submitted

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\* In these terms, 'user' means another (external) account or person who interacts with the NSW Ombudsman on Twitter.

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- suspend or permanently block you from following / using the NSW Ombudsman Twitter account
- report your conduct to Twitter administration and/or to any appropriate law enforcement authorities
- take any other action, including legal action, which we consider to be appropriate.

### When we monitor

We try to monitor content posted on our Twitter account within a reasonable timeframe, however our Twitter account can only be monitored during business hours.

The NSW Ombudsman Twitter account will be monitored and moderated during standard operating hours only, which includes: Monday to Friday, 9:00am – 5:00pm AEST (unless otherwise stated and excluding public holidays).

### Licence under which you post content

In posting material to the NSW Ombudsman Twitter account, you agree that you licence (as licensor) that material to the public under a [Creative Commons Attribution 3.0 licence](#). Please read the terms. In licensing your material under this licence, you agree to ensure that you have all necessary rights (including in respect of copyright and other intellectual property rights) from any owners of material which you include in your post in order to lawfully post that material under the [Creative Commons Attribution 3.0 Australia Licence](#).

You remain entirely responsible and liable for any infringement you may make of another person's intellectual property rights as a result of your postings to the NSW Ombudsman Twitter account.

### Indemnity

When posting or otherwise communicating content using the NSW Ombudsman's Twitter account, you agree to indemnify the NSW Government and its employees and agents against any claim by a third party arising out of any breach of these terms of use by you.

### NSW Ombudsman's moderation guidelines

You accept that the NSW Ombudsman moderates its Twitter account as far as possible in accordance with its monitoring and moderation guidelines. You further agree that the NSW Ombudsman's moderation will occur entirely at the NSW Ombudsman's discretion.

### Privacy statement

The Ombudsman is committed to acting in accordance principles under the *Privacy and Personal Information protection Act 1998*.

Users are strongly discouraged from making specific complaints and/or sharing personal information or the personal information of other people using the NSW Ombudsman's Twitter account.

It is important to remember that comments, hyperlinks, photos and other content that you post to the NSW Ombudsman's Twitter feed will be able to be viewed by members of the public that visit our Twitter account. It is important that you carefully consider what content you post to our Twitter account because the NSW Ombudsman cannot control what members of the public may do with the content you have contributed.

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The NSW Ombudsman may, at our discretion, seek to delete or otherwise remove any personal information posted by users of the NSW Ombudsman's Twitter feed, whether it relates to the poster or any other person. However, you must be aware that 'Twitter' as the provider of the social media platform may receive any personal information you post to our Twitter account. Twitter controls this platform and handles personal information in accordance with their own privacy policies and you should review these policies before posting to our Twitter feed. Twitter does not allow users to delete other user's tweets and so any information posted in reply to one of our tweets or in any way associated with the NSW Ombudsman Twitter account will not be able to be removed or deleted by us. The NSW Ombudsman is not responsible for the privacy practices or content of Twitter or any linked websites.

If a user posts personal information in relation to a complaint, they will be encouraged to contact our office to make a complaint. If a user continues to post this information and ignore our request, it is at our discretion to block the user's account.

We will **never** ask you for personal information through social media. If we need personal information to answer your question or help you, we will ask you to contact our office directly using phone, email or in-person.

Some publicly available personal information posted to our Twitter account may be captured and kept as a record in the NSW Ombudsman's internal business systems.

The NSW Ombudsman records any information posted to NSW Ombudsman websites or social media channels and uses that information for operational and administration purposes including considering and/or addressing any comments made. Any information recorded in this way will be done in accordance with the NSW Government State Records' Strategies for Managing Social Media Information. Any publicly available personal information that we capture, such as personally identified comments, responses and questions posted to our Twitter feed, will be managed in accordance with the *Privacy and Personal Information Protection Act 1998*.

### General issues

These terms are governed by the laws of NSW and the Commonwealth. You agree to submit to the exclusive jurisdiction of these laws and the courts of NSW in respect of these terms and your use of the NSW Ombudsman's Twitter account.

### Disclaimer for NSW Ombudsman Twitter account and website

The NSW Ombudsman does not accept responsibility for any loss, damage, liability, cost or expense however caused or incurred (including through negligence), which you may directly or indirectly suffer in connection with your use of the NSW Ombudsman's Twitter account, or any linked site or facility, nor does the NSW Ombudsman accept any responsibility for any loss arising out of your use of, or reliance on, information accessed using the NSW Ombudsman's Twitter account. This disclaimer does not exclude liability arising under statute if, and to the extent to which, such liability cannot be lawfully excluded.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is excluded.

While reasonable efforts are made by the NSW Ombudsman to ensure inappropriate material on its Twitter account is identified and moderated, the NSW Ombudsman does not guarantee that it will identify all inappropriate material or that inappropriate material will be removed in a timely fashion or

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at all. However, the NSW Ombudsman reserves the right to remove any posts or comments at its sole discretion.

The NSW Ombudsman accepts no responsibility whether expressed or implied for the accuracy, currency and completeness of any information posted on its Twitter account or its relevancy and suitability for any purpose. The NSW Ombudsman does not endorse or otherwise support any view, opinion or comment posted by a user or contributor on the NSW Ombudsman Twitter account. The NSW Ombudsman recommends that users exercise their own skill and care with respect to evaluating such posts or comments and that they carefully evaluate the accuracy, currency, completeness and relevance of the post or comment for their purposes.

The NSW Ombudsman accepts no legal liability whatsoever arising from, or connected to its failure to moderate any post or comment or the use of, or reliance on, any post or comment by a user.

The NSW Ombudsman is an independent and impartial public authority. Endorsement is not implied by users we follow or users that follow us on our Twitter account.

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*These Terms of Use are modelled on the Commonwealth Department of Agriculture's [Social Media Terms of Use](#).*