



Social Media Terms of Use

Application and Purpose

The College of Pharmacists of Manitoba (the “CPhM”) uses their social media platforms to communicate and engage with members of the public, which are all persons residing in the province of Manitoba who are, have been, or may become users of the province’s pharmacy services. This includes staff, volunteers, members of the Council, contractors, and any service providers of the CPhM who are not communicating on social media on behalf of the CPhM.

These Terms of Use apply to everyone who communicates with the CPhM on its social media platforms, including pharmacy professionals. Please read them carefully. By engaging with the CPhM’s social media pages (including by following and/or by making a post, comment, or contribution thereto), you agree to abide by and be bound by these Terms of Use.

These Terms of Use, which apply to all of CPhM’s websites and digital assets, provide details as to how the CPhM will interact with members of the public on its social media platforms generally. In addition to these Terms of Use, certain CPhM social media accounts may have further information or terms included in their “bio” or “about” sections.

Accounts

- [Twitter](#)
- [LinkedIn](#)
- [Facebook](#)
- [Instagram](#)
- [YouTube](#)
- [Blogs](#)

Content and what to expect from CPhM’s accounts

CPhM accounts vary in the frequency and content that they post. By following the CPhM’s accounts, you can expect to see:

- Information about the CPhM and its mandate to protect the public interest.
- Information about the pharmacy profession and pharmacy professionals to protect the public interest.
- Public alerts about professional conduct matters regarding pharmacy professionals

- Information for pharmacy professionals regarding the practice of pharmacy.
- Events and activities held by the CPhM for the public and pharmacy professionals.
- Shared information from other regulatory bodies that is considered useful to the public that the CPhM protects and the pharmacy professionals it regulates.

Some accounts do not respond to public replies or direct messages. For a response from the CPhM, you are encouraged to [email the CPhM](#).

If you need emergency medical, police or other similar services, please call 9-1-1 to help you reach the emergency service you need.

Things to Consider

- Accounts will be monitored during normal business hours, unless otherwise specified — during this time we will try to respond to your questions.
- Comments, posts, or contributions which do not follow our Terms of Use or one or more of the following rules may be removed, and users that ignore these comment policies may be banned.
- For any matter that is confidential, or too complicated for posting to the public, please contact us via the web feedback form on our website.
- Depending on the volume of posts received, we cannot commit to responding to everyone.
- Don't forget that the social media service providers (such as Twitter or Facebook) also have additional or different terms of use. You should carefully review the terms and conditions that apply to you before obtaining the particular service.
- Although we will work hard to help you, we can't guarantee that we will understand your question completely or answer it accurately. By contacting us through a social media site, you acknowledge that any response we provide to you through the same site:
 - is intended to provide helpful information or resources; and
 - is not considered to be definitive advice or guaranteed to solve your issue.

Commenting Policy

Personnel employed by the CPhM will read comments and participate in discussions in the comments sections of CPhM social media pages where appropriate. The CPhM reserves the right to remove comments, posts, or contributions of any kind, and to block

users from future use and interaction with CPhM accounts where the comment, post or contribution:

- Is contrary to any federal, provincial or territorial laws of Canada;
- Encourages or incites criminal activity;
- Is threatening, violent, intimidating or harassing;
- Includes personal information about you or anyone else;
- Solicits personal information from others;
- Includes protected or confidential information of the CPhM;
- Infringes upon intellectual property or proprietary rights;
- Is abusive, hateful, racist, sexist, homophobic, tortious, defamatory, knowingly false, misleading, deceptive, vulgar, profane, scandalous, or contains or refers to any obscenity or pornography;
- Incites hatred, racism, bigotry, discrimination or physical harm of any kind against any individual or class of individuals based on a protected ground in the *Manitoba Human Rights Code*, including: ancestry, nationality, ethnic background or origin, religion, creed or religious belief, age, sex including sex-determined characteristics or circumstances (such as pregnancy, the possibility of pregnancy or breastfeeding), gender identity, sexual orientation, marital or family status, source of income, political belief, association or activity, physical or mental disability or related characteristics (such as reliance on a service animal, a wheelchair, or other remedial appliance), or social disadvantage;
- Is unsolicited or unauthorized, such as unsolicited or unauthorized advertising, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme," or any other form of solicitation (commercial or otherwise);
- Is written in a language other than English or French;
- Is otherwise contrary to these Terms of Use.

The CPhM reserves the right to report any users and/or their comments, posts, or contributions of any kind to third-party social media service providers to prevent or remove the posting of content that is contrary to these Terms and Conditions, or to the Terms of Service/Use of the third-party social media platform without any notice to you. If we suffer costs or damages as a result of your violating these rules, we require you to cover our costs and damages.

In some circumstances, the CPhM may be required to report user and/or their comments, post, or contributions to the appropriate authorities.

The CPhM reserves the right to make determinations in their sole discretion, but at all times in good faith, as to what comments, posts or contributions meet the above criteria and are subject to removal, edit or further action.

When commenting, posting or contributing on CPhM social media pages, always remember to **be respectful, to stay on topic, and that you are responsible for any content that you produce.**

Although the CPhM may moderate posts, the CPhM is not required to moderate posts. You should not expect that the CPhM will take action in response to any content posted to any of our social media pages.

When members of the public interact with our social media accounts and comment, post or contribute on CPhM posts, those members of the public are expressing their own views and opinions. The CPhM in no way endorses, supports or approves the views or opinions expressed by others, nor does the CPhM approve or endorse any events, actions, posts or other activities posted by members of the public.

We will cooperate with law enforcement officials and comply with any court order with respect to any claim or investigation due to any content posted and will provide such content and provide information regarding your identity as well as other relevant information.

Privacy

Personal information means information that is about you that is recorded in any form and that can be used to identify you. Personal information includes:

- Your name
- Contact information
- Internet Protocol (IP) address
- Social media profile information
- Social media “likes” or retweets

Any personal information collected by the CPhM through any of its social media sites will be handled in accordance with our [Privacy Policy](#) and applicable legislation.

Social media platforms are third-party service providers, meaning that they are not controlled by the CPhM. If you choose to communicate with the CPhM through one of our social media accounts, the CPhM has no responsibility or liability for the ways in which the social media platforms collect, use, disclose, secure or otherwise treat your personal information.

If you choose to interact with the CPhM on social media, you should read and review the terms of service and the privacy policies of the social media platform provider and those of any applications you use to access that platform. Others may not comply with the same privacy laws, policies, and practices that the CPhM does. You should always exercise caution when sharing any personal or other information.

Links to Other Websites

CPhM social media accounts may post or display links or ads for websites that are not under the control of the CPhM. These links are provided solely for the convenience of members of the public interacting with our social media accounts. Posting a link to a website does not mean that the CPhM endorses or recommends the link, ad, or product featured in an ad to you. The CPhM is not responsible for the information found through these links or ads; nor does the CPhM endorse the links, ads, or their content.

Since these other websites are not controlled or maintained by the CPhM, we can't be sure that the links will still work when you click on them, or that the service or content is useful, appropriate, virus-free or reliable. You need to decide for yourself whether you want to follow any link or to agree to receive or rely on any service or content that is made available to you.

Warranty Disclaimer

Use of and interaction with CPhM social media sites and their contents is at your own risk. They and all of their content are provided "as is". You must not rely on any content published on or linked from our social media sites without first making your own enquiries to verify it is accurate, current, and complete. We do not make, and expressly disclaim, any representations, warranties, covenants and conditions, express or implied, arising out of operation of law, course of performance, course of dealing, usage of trade or otherwise, including any express or implied warranties and conditions of: merchantability; merchantable quality; fitness for a particular purpose; non-infringement; safety; quality; freedom from defects or that defects will be corrected; uninterrupted, virus-free or error-free use of our social media sites; or accuracy, currency, reliability, completeness or appropriateness relating to the content of them.

Limitation of Liability

Under no circumstances will the Government of Manitoba, the CPhM, or their employees, agents and independent contractors have any responsibility or liability for any loss or damage whatsoever (including without limitation direct, indirect, special, incidental, consequential, punitive, exemplary or other damages, and including without limitation to any loss of profit, costs, expenses, harm to business, business interruption, reputation, loss of information or programs or data, loss of savings, loss of revenue, loss of goodwill, loss of tangible or intangible property, legal fees or legal costs, wasted management or office time or damages of any kind whatsoever), whether based in contract, tort, negligence or any other legal basis, arising out of or in connection with our social media sites, any linked website or linked social media platform (including without limitation any damages suffered as a result of the use, inability to use or failure of, or any omissions or inaccuracies on, our social media sites, any linked websites or linked social media platforms, or any of the services or content of the foregoing), even if the

Government of Manitoba or the CPhM has been specifically advised of the possibility of such damage or loss, or if such damage or loss was foreseeable.

General

The CPhM reserves the right to supplement, remove or modify these Terms of Use at any time without notice. Please check this website regularly for any changes. If you continue to access our social media sites following a change to these Terms of Use, you will be deemed to have accepted the changes.

If any term or condition set out in these Terms of Use is held to be invalid, unenforceable, or illegal for any reason, the remaining terms and conditions will continue in full force.

These Terms of Use are governed by the laws of the Province of Manitoba and deemed to be entered into by you in the Province of Manitoba.