



**BHARAT PETROLEUM CORPORATION LIMITED
SOCIAL MEDIA POLICY FOR BUSINESS PARTNERS**

TERMS AND CONDITIONS FOR ACCEPTABLE USE OF SOCIAL MEDIA BY BUSINESS PARTNERS

1. OBJECTIVE

Social media has become part of everyday life and a means of communication and sharing information with others. Every organization recognises the benefits that social media tools can provide, and also reckons the challenges it brings.

These terms and conditions ("**Social Media T&Cs**") seek to provide clear guidance on acceptable standards of conduct and practices to be followed by the Business Partners (*as defined below*) of Bharat Petroleum Corporation Limited ("**Corporation**"), in the usage of social media tools during and post their association with the Corporation. These terms and conditions are intended to protect and safeguard *inter alia* the interests and reputation of the Corporation, in the access, use of or participation on Social Media (*as defined below*) platforms by such constituents.

It is important to maintain the highest degree of professional standard that is associated with the Corporation's name, brand and reputation. Constituents must constantly be aware of the risk of damaging the Corporation's name or reputation in public forums. These terms and conditions should be adhered to by each constituent at all times and should be read harmoniously and in conjunction with the terms of their engagement with the Corporation, as well as other applicable policies and directions issued by Corporation, from time to time, including the Relevant Documents (*as defined below*).

1.1. Social Media

Social Media includes any web or mobile based platform that enables an individual or agency to communicate interactively and enables exchange of user generated content. The term "**Social Media**" describes internet-based technologies and practices that people use to share opinions, insights, experiences and perspectives. It may be internal (housed within the Constituent's technology infrastructure and open for use only by the Constituents) or public (widely available to the population of internet users).

These terms and conditions are applicable equally to a wide range of websites and mobile phone / tablet applications, including the following:

- (a) Social Networking sites, for example - Facebook, Twitter, and LinkedIn.
- (b) Media Sharing sites, for example - Instagram, Snapchat, YouTube
- (c) Discussion forums, for example - Reddit, Quora, Digg, Glassdoor
- (d) Content Curation network, for example - Pinterest, Flipboard

- (e) Blogging and Publishing sites, for example - WordPress, Tumblr, Medium including blogs
- (f) Interest-based network, for example - Goodreads, Houzz
- (g) Information sharing sites, such as Wikipedia
- (h) Opinion sites (e.g. Yahoo! Answers)
- (i) Any other social media platform/s

1.2. Scope and Applicability

These Social Media T&Cs are applicable to all Business Partners (*as defined below*), including any prospective partners of the Corporation (the “**Constituents**”).

The Social Media T&Cs provides a framework for the usage of Social Media by the Constituents and non-conformance with these Social Media T&Cs or any other applicable policy or directions issued by the Corporation as may be relevant to the Constituents, may result in penalties ranging from financial to legal liabilities, as set out under the respective contractual understanding between each Business Partner and the Corporation.

1.3. Relevant Documents

These Social Media T&Cs have been formulated in line with the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.

In addition, these Social Media T&Cs must be read in conjunction with the underlying contract documents including the following documents (collectively, the “**Relevant Documents**”), as may be applicable to each Constituent:

- (a) General Conditions of Contract for vendors (relevant clauses are placed at Annexure I);
- (b) Transportation Contract Agreement Bulk LPG Transportation Contract By Road (relevant clauses are placed at Annexure II);
- (c) PCVO, Retail and Lubes Transport guidelines.

2. CONTENT GUIDELINES

This section seeks to set out the guidelines for content management as well as administration rights of all official Business Partner Social Media accounts and ensure accountability of the authorised representatives of such Business Partner.

The following guidelines on content sharing (“**Content Guidelines**”) must be followed, in relation to all content created, posted or shared on Social Media:

- (a) All post and other content shared via Social Media shall abide by applicable laws, including the Information Technology Act, 2000 and rules made thereunder, as amended.
- (b) The content posted or shared through official Social Media accounts, shall be relevant, engaging and in line with the Corporation's brand and communication strategy, whether in the form of text, images, gifs, videos, etc.
- (c) The Constituents shall be mindful of content and the tone associated with it. A negative tonality, sarcasm, dry humour, pun, memes, etc. should be avoided to steer clear from any controversy.
- (d) The Constituents shall be careful and ensure that any content posted or shared through the official Social Media accounts does not bring disrepute to the Corporation. Opinion or comments on political observations, religious beliefs, gender biases, etc. must be avoided while operating official Social Media accounts. In the use of official Social Media accounts, the Constituents shall refrain from forwarding or sharing any videos or images or messages, which are considered inappropriate or any content that is considered offensive, obscene or derogatory in nature.
- (e) The Constituents shall be cognizant of concerns regarding confidentiality and disclosure requirements, and must at all times, adhere to the Relevant Documents as well as these terms and conditions, to understand what shall be disclosed on a public platform. For instance any communication marked as "privileged" or "restricted" or "confidential" or "not for circulation" should not be shared on Social Media. The Constituents are absolutely prohibited from disclosing commercially sensitive, anticompetitive, private or confidential information. If unsure whether the information that is proposed to be shared falls within one of these categories, authorised representatives of the Constituent may discuss with the concerned official as designated by the Corporation.
- (f) The Constituents shall ensure that any references to the Corporation or its employees, or other customers, partners and vendors do not contravene any non-disclosure agreements. The Constituents shall avoid disclosure of any information pertaining to any employee / vendor / customer or individual associated with the Corporation, without their prior consent.
- (g) The Constituents shall be vigilant about tagging, mentions and conversations around the Corporation. If it notices any customer complaint, dealer/ distributor/ vendor grievances, media story etc., the same may be flagged to the official channels of the Corporation and will be responded to by authorized personnel within the Corporation.
- (h) In the operation of official Social Media accounts, the Constituents shall be cognizant of maintaining professional etiquette for all interactions and shall not initiate or engage in discussions which may be characterised as showcasing a personal opinion such as political or religious beliefs. In

addition, official Social Media accounts should not share any content or comment that may be viewed as colouring the relations between the Corporation and the Government of India or any Ministry / Department of the Central or State Governments.

- (i) The Constituents, particularly in the use of official Social Media accounts, shall only post original content, which is free of any copyright infringement or plagiarism. To ensure the reputation and principles of the Corporation are safeguarded, all Constituents must avoid posting content that violates the law, infringes the intellectual property rights of the Corporation and its group companies or of any individual or organization. Any inadvertent posts, which violates these principles, must be removed / deleted immediately upon becoming aware of the implications as set out in these guidelines.

As responsible business partners of the Corporation, the following points must be strictly observed and followed by the Constituents:

- (i) Text, photos, images, musical work in any form, video clips, movie clips, or any other content for which the Constituent does not own copyright, must not be used in any form, and in particular for official purposes to promote any activities related to the Corporation, without obtaining consent from the copyright owner. If the copyright owner for such work cannot be identified or if the consent for use of such work is not provided by the copyright owner, the work must not be used by the Constituent.
- (ii) Capturing photographs and/or videos of the Corporation's offices, facilities, and other establishments (within or outside) or customer sites is strictly prohibited. Any such illegal images and/or videos of the Corporation's establishments, offices, facilities and factories or other sites and whether directly emailing or otherwise circulating such content via Social Media posts on the Internet, shall attract legal consequences. Official visual materials may be availed from the Corporation and can be requested through email, to the relevant State / Territory team.
- (iii) Creation, sharing and/or distribution of videos which make use of unlicensed music is strictly prohibited.
- (iv) Unauthorized videos of any events hosted by the Corporation, whether within or outside the Corporation's premises that may be captured by Constituents shall not be shared/distributed on Social Media.
- (v) All Constituents must take due care to protect the Corporation's copyright and intellectual property within and outside the organization.

- (j) The authorised personnel operating official Social Media accounts of respective Business Partner shall not post unverified news, or news from dubious 'sources', that may project the Corporation in a negative light.
- (k) The admins operating official Social Media accounts shall clearly state the source and give due disclaimers while quoting any third-party content through such Social Media accounts.
- (l) Additionally, content on official Business Partner Social Media Accounts shall be limited to the coverage of activities related to the business only. However, these accounts can re-share / retweet the posts of Corporation's official Social Media accounts, subject to the veracity of such accounts.

3. ACCEPTABLE USAGE OF SOCIAL MEDIA BY BUSINESS PARTNERS

The following guidelines are applicable to vendors, suppliers and other contractors of the Corporation ("**Business Partners**"), and these are intended to supplement, and do not to replace the terms and conditions or any other agreement or guidelines (including the applicable provisions set out under Annexure I or II of these Social Media T&Cs), which are currently in place to regulate the conduct of such Business Partners:

- (a) Business Partners have the discretion to decide whether their Social Media accounts will be used for personal or professional purposes. However, in any event, whether such Social Media accounts are used for official purposes or personal purposes, to the extent that they declare their affiliation with the Corporation in any way, it is deemed that they will abide by these terms and conditions read with the applicable contractual provisions and the Framework & Guidelines for Use of Social Media for Government Organizations, issued by the Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.
- (b) Only official Business Partners accounts are eligible to declare their association with the Corporation or using any content owned by or belonging to the Corporation, including logo, product specifications, product pictures, product catalogues, etc. Such accounts may only post content that are official in nature and reasonably expected to promote the activities specific to its business. Such official Business Partner Social Media account shall be akin to a professional page to promote business interactions and shall not post any content which may showcase the account as expressing opinion on ancillary matters which are not in furtherance of the objective set out under the Relevant Documents, such as posts related to entertainment industry, or political views etc. However, such affiliation or use of Corporation's content, such as logo, product pictures etc. is only limited to use by official Social Media accounts of such Business Partner, and will not, at any time, be used by any authorised or other personnel of such Business Partner, in the operation of a personal Social Media account.

- (c) Every Business Partner's official or personal (individual) Social Media account is prohibited from posting / circulating any official communication / document or disclosing any business-related or other confidential information, pertaining to the Corporation, in accordance with the Relevant Documents.
- (d) Each Business Partner Social Media account, particularly those accounts which have been permitted to acknowledge their association with the Corporation, has an obligation to exercise caution in the posting or sharing of content on Social Media, and shall undertake adequate diligence prior to posting any content. In particular, such accounts shall be fully cognizant of posting or providing traction to any 'fake news' and shall refrain from posting or sharing unlawful, controversial or unverified news, or news from dubious 'sources', particularly in relation to the Corporation and the Central / State Governments.
- (e) The Business Partner Social Media account which are maintained for official purposes, shall refrain from engaging in unlawful or inappropriate posts or sharing any content that may be defamatory or may have the effect of downplaying the Corporation's business or competitors. In addition, such account should also not post or share content using derogatory language or is likely to demean sentiments of anyone with whom they engage in any public communication using Social Media.
- (f) Business Partners using Social Media for official purposes and especially those accounts that have been approved by the Corporation, shall maintain professional and proper etiquette in online interaction via Social Media and shall not engage in inappropriate behaviour. Such inappropriate behaviour includes but may not be limited to posting, sharing or endorsing in any form, any content which may be considered as:
 - (i) Divisive, unethical or unlawful at the workplace;
 - (ii) False, or derogatory, or amounting to bullying, trolling, intimidating, or harassing including using offensive, defamatory, threatening, discriminating, obscene or insulting language;
 - (iii) A misrepresentation of the Corporation, such as creating any unofficial groups or networks (whether intentional or unintentional) using the Corporation's name, logo, or email address;
 - (iv) Compromising the confidentiality (of the Constituents and/or the Corporation's information), or creating a conflict of interest;
 - (v) Disclosing commercially sensitive, anticompetitive, or information which is marked as restricted for internal circulation within the Corporation;
 - (vi) Misleading and misrepresentative, such as creating or endorsing any video channel / account representing the Corporation or any specific Business Unit, or otherwise posting or sharing any content owned by the

Corporation, unless such content has been posted on verifiable official Social Media accounts of the Corporation;

- (vii) Amounting to pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature) or content that could be considered as offensive, obscene or criminal; or
- (viii) Creating or likely to create any liability (whether criminal or civil, for the Corporation).

Where evidence of misuse or inappropriate behaviour is brought to the notice of the Corporation, the Corporation may undertake a more detailed investigation in accordance with its procedures, which may involve the examination and disclosure of records by those nominated to undertake the investigation and any witnesses involved in the investigation. If necessary, action may be taken against such Business Partner under the respective contractual agreement and in case required, such information may be handed to authorities in connection with the investigation.

- (g) Any violation of these Social Media T&Cs shall be treated as violation of General Conditions of Contract of the Corporation and may invite action by the Corporation as deemed fit, based on the sole discretion of the Corporation.
- (h) The Corporation has a zero-tolerance policy for any complaints that may be brought to its notice via Business Partner Social Media accounts. In the event the Business Partner or its associates *etc.* are dissatisfied with the Corporation, or have any unresolved query or grievance against the Corporation or any individual who is in the employment or association of the Corporation, the Business Partner or such person associated with it must reach out to the designated official and follow the hierarchy established within the Corporation. All such communication must follow the formal processes that are available as per contractual agreement with the Corporation. In the event the Business Partner, whether by itself or its employee or associate publishes any such information on Social Media or discloses details of any complaint or dispute with the Corporation on a public forum through Social Media, it will be in breach of the terms of these T&Cs and its agreement with the Corporation, and the Corporation will have the right to pursue such legal remedies as may be appropriate and available under law.
- (i) Upon termination or expiry of the Relevant Document / underlying contractual agreement between the Corporation and the Business Partner, the Business Partner shall ensure that all references and posts which disclose any affiliation with the Corporation has been scrubbed from the Business Partner's Social Media account and a formal written declaration to this effect must be provided to the Corporation, within 7 days of such termination or expiry.

4. ENFORCEABILITY AND COMPLIANCE

- 4.1. These Social Media T&Cs are construed to be a part of the Relevant Documents and form an integral part of the contractual understanding between the Corporation and the Business Partner.
- 4.2. Any violation of the Social Media T&Cs shall be treated as violation of respective contractual understanding between the Corporation and the Business Partner, and may invite appropriate action by the Corporation as deemed fit.
- 4.3. The Business Partner agrees and understands that all activities of the Business Partner's official Social Media Account is subject to monitoring and periodic audits by the Corporation, if required.
- 4.4. The Business Partner will provide its written acknowledgement to these Social Media T&Cs, in the form set out in Annexure III, failing which the Corporation may take such action as may be necessary to ensure compliance with these terms and conditions.
- 4.5. The concerned official of the Corporation shall be responsible for reviewing the compliance of these Social Media T&Cs as may be required to ensure that it meets legal requirements and reflects best practice.

ANNEXURE I

GENERAL CONDITIONS OF CONTRACT FOR VENDORS

Clause 34: Contractor's Subordinate Staff and Their Conducts:

34.2 If and whenever any of the Contractor's or sub-contractor's agents, sub-agents, assistants supervisor or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

34.3 The contractor shall be responsible for the proper behaviour of all the staff, supervisor, workmen and others and shall exercise a proper degree of control over them and in particular, and without prejudice to the said generality, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. Contractor shall ensure that none of their employees are ever engaged in any anti-national activities.

Clause 44: Liens

44.2 Contractor will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Contractor will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge.

ANNEUXRE III

FORMAT OF ACKNOWLEDGEMENT

To,

[insert details to whom such acknowledgement may be addressed]

[in the case of an individual or sole proprietorship] I am _____, an inhabitant of _____ and carrying on business of _____

OR

We are [insert names of all partners of firm] carrying on business at _____ in partnership under the firm name and style of M/s. _____

OR

[insert name of Limited Company or a Co-operative Society / Trust Co-operative] incorporated under the laws of India and having its Registered Office at _____

I / We have entered into a [insert name of agreement] dated [insert date] (“**Agreement**”) for the [insert purpose], with Bharat Petroleum Corporation Limited (“**BPCL**”).

In furtherance thereof, we have been provided with a copy of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation.

I / We have read and understood BPCL’s Terms and Conditions for Acceptable Use of Social Media by Business Partners and agree to abide by it.

I / We understand that any violation of the above conditions may result in disciplinary action, or termination or revocation of the Agreement.

In acknowledgement thereof, please see below our acceptance of the Terms and Conditions for Acceptable Use of Social Media by Business Partners, issued by the Corporation, duly signed and acknowledged by [insert name], in the capacity of our authorised representative.

A copy of such authorisation is also attached for your record.

(Signature & seal)

Name:

Designation:

Date: