



## Canada Games Council – Governance Manual Privacy Policy

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<b>Name:</b>	<b>Privacy Policy</b>
<b>Origin:</b>	<b>Governance &amp; Human Resources Committee</b>
<b>Approval by:</b>	<b>Board of Directors</b>
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<b>Related Policy References:</b>	<b>Human Resources Policy and Procedures</b>

### *Article 1 - Policy Statement*

1.1 **Policy Statement** - The Canada Games Council (“the CGC”) values the trust of all individuals and recognizes that maintaining this trust requires that the CGC be accountable in how it collects, protects and uses the personal information of athletes, volunteers and other participants in the Canada Games, the Dreams and Champions Programs and/or other programs, services and activities of the CGC.

### **Article 2 - Purpose**

2.1 **Purpose** - The purpose of this policy is to govern the collection, use and disclosure of personal information in a manner that recognizes the right of privacy of individuals with respect to their personal information and the need of the CGC to collect, use and disclose personal information.



2.2 **Practices** - The CGC promotes responsible and transparent personal information management practices in a manner that is consistent with the provisions of *Personal Information Protection and Electronic Documents Act* (Canada) and to inform individuals about the CGC's ongoing commitment to ensure that the Personal Information obtained during the course of the CGC's activities remains accurate and confidential.

### Article 3 – Definitions

3.1 **Definitions** - The following terms have these meanings in this Policy:

- a) *Act* – Personal Information Protection and Electronic Documents Act (*PIPEDA*).
- b) *Commercial Activity* – any particular transaction, act or conduct that is of a commercial character.
- c) *Organization* – includes an association, a partnership, a person, an unincorporated association, a trust, a not for profit organization, a trade union and a corporation.
- d) *Personal Information* – Any information about an individual that can be used to distinguish, identify or contact a specific individual. Personal information includes, for example, name, date of birth, home address, telephone number, email address, social insurance number, health and medical information, or interests of an individual but does not include the name, position or business address or telephone number of an employee of an organization.
- e) *Personal Health Information* – any health information about an identifiable individual.
- f) *Representatives*- Directors, officers, employees, committees, members, volunteers, coaches, contractors and other decision makes with CGC.

### Article 4 - Obligations

4.1 **Statutory Obligations** - The CGC is governed by the *Personal Information Protection and Electronic Documents Act* in matters involving the collection, use and disclosure of personal information.

4.2 **Additional Obligations** - In addition to fulfilling all requirements of the *Act*, the CGC and its Representatives will also fulfill the additional requirements of this Policy. Representatives of the CGC will not:

- a) Disclose personal information to a third party during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
- b) Knowingly place themselves in a position where they are under obligation to any person to disclose personal information;



- c) In the performance of their official duties, disclose personal information to family members, friends or colleagues, or to organizations in which their family members, friend or colleagues have an interest;
- d) Derive personal benefit from personal information that they have acquired during the course of fulfilling their official duties with the CGC; and
- e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.

4.3 **Ruling on Policy** - Except as provided in the *Act*, the Board of Directors of the CGC will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

## Article 5 – Application

5.1 **Application** - This Policy applies to directors, officers, employees, committee members, volunteers, coaches, contractors, donors, other decision-makers with CGC and those individuals who have expressed an interest in the Canada Games Movement or program sponsored or organized by the CGC.

## Article 6 – Accountability

6.1 **Privacy Officer** - The CGC will designate an individual to oversee the implementation and monitoring of this Privacy Policy and the security of personal information.

6.2 **Duties** - The Privacy Officer will:

- a) Implement procedures to protect personal information;
- b) Establish procedures to receive and respond to complaints and inquiries;
- c) Train staff and communicate to staff information about the CGC's policies and practices; and
- d) Develop information to explain the CGC's policies and procedures to members and the public.

6.3 **Staff Training** - The Privacy Officer will ensure all staff implement the proper procedures to protect personal information.

6.4 **Inquiries** - The Privacy Officer will be responsible to respond to all requests and inquiries in regards to personal information. Contact information for the Privacy Officer will be publicly available on the CGC website.

6.5 **Principles** - The CGC will implement policies and practices to secure all personal information during collection, use and disclosure.



6.6 **Disclosure to Third Parties** - A contract made with a third party having access to personal information held by the CGC will include a clause that ensures the third party does not breach applicable privacy legislation.

6.7 **Information** - Information will be made available to the public via the CGC's web site explaining privacy policies and procedures.

6.8 **Review** - This Policy will be reviewed every two years the Privacy Officer and necessary changes will be made to ensure the protection of personal information and compliance with the law.

## Article 7 - Identifying Purposes

7.1 **Collection** - The CGC will only collect information reasonably necessary for the identified purposes set out in Article 8.2 and will identify the purposes for which personal information is collected at or before the time of collection. The purposes will be stated in a manner that an individual can reasonably understand how the information will be used or disclosed.

7.2 **Purpose** - Personal information may be collected from prospective members, participants, coaches, clients, contractors, partner organizations, athletes, managers, volunteers and other third parties ("Individuals") verbally or in writing (including via electronic media) and used by the CGC for purposes that include, but are not limited to, the following:

- a) Name, address, phone number, cell phone number, fax number and e-mail address for the purpose of receiving information from the CGC.
- b) Provide, administer, and manage the CGC programs and services and to maintain associated databases.
- c) Comply with the law and regulatory requirements, as part of normal business transactions and record keeping, for said programs.
- d) Understand an individual's need(s) and to determine the suitability of programs and services with which to best serve this individual.
- e) Organize the Games and events.
- f) NCCP number, education, resumes and experience for database entry at the Coaching Association of Canada to determine level of certification and coaching qualifications.
- g) Credit card information for registration, conferences, purchasing equipment, coaching manuals and other resources.
- h) Date of birth and sex to determine age group.
- i) Banking information, social insurance number, criminal records check, resume, and beneficiaries for the CGC's payroll, company insurance and health plan.
- j) Personal health information including provincial health card numbers, allergies, emergency contact and past medical history for use in the case of a medical emergency.



- k) Athlete information including height, weight, dietary supplements taken, uniform size, shoe size, feedback from coaches and trainers, performance results and biography information for required outfitting uniforms, media relations, and components of selection.
- l) Athlete whereabouts information including sport/discipline, training times and venues, training camp dates and locations, travel plans, competition schedule, and disability, if applicable, for Canadian Centre for Ethics in Sport inquiries for the purpose of out-of-competition doping testing.
- m) Video footage and photographs for the purpose of technical monitoring, coach review, officials training, educational purposes, sport promotion, media publications and posting on the CGC's website, displays or posters. In some cases, video footage and photographs from an event will be available for purchase.
- n) Name and contact information for the purpose of communication within and between committees, volunteers, Board members, etc.
- o) Passport numbers and Aeroplan/frequent flyer number for travel purposes.
- p) Individuals providing their contact information to CGC will receive advertisements from CGC Sponsors, an alumni letter, a news-letter and donation request for the purpose of fundraising.

7.3 **Collection** - The Personal Information collected will depend upon the programs, events and services in which an individual participates or derives benefit from.

7.4 **Disclosure** - The CGC does not sell, trade, barter, exchange or disclose for consideration any Personal Information obtained.

7.5 **Data Exclusion** - This Policy does not cover aggregated data from which the identity of an individual cannot be determined. The CGC retains the right to use aggregated data in any way that it determines appropriate.

7.6 **Purposes Not Identified** - The CGC will seek consent from individuals when personal information is used for a purpose not previously identified. This consent will be documented as to when and how it was received.

## Article 8 – Consent

8.1 **Consent** - Unless permitted by law, the CGC will obtain consent from individuals at the time of collection prior to the use or disclosure of this information. If CGC does not have direct contact with individual members, subsidiaries of the CGC will obtain consent on behalf of the CGC for the purposes identified in Article 7.2.

8.2 **Lawful Means** - Consent may not be obtained by deception.

8.3 **Requirement** - The CGC will not, as a condition of a product or service, require an individual to consent to the collection, use or disclosure of information beyond that required to fulfill the specified purpose described.



8.4 **Form** - Consent may be written, oral or implied. In determining the form of consent to use, the CGC will take into account the sensitivity of the information, as well as the individual's reasonable expectations. Individuals may consent to the collection and specified used of personal information in the following ways:

- a) By signing an application form;
- b) By checking a check off box;
- c) By providing written consent either physically or electronically;
- d) By consenting orally in person; or
- e) By consenting orally over the phone.

8.5 **Withdrawal** - An individual may withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions, provided the individual gives one week's notice of such withdrawal. The CGC will inform the individual of the implications of such withdrawal as certain circumstances, services and/or opportunities to participate can only be offered if the participant provides Personal Information to the CGC. Consequently, if an Individual chooses not to provide the CGC with the required Personal Information, the CGC may not be able to allow the individual to participate and/or to offer the services requested.

8.6 **Opt-Out** - An Individual may decline to have his/her Personal Information collected, used, or disclosed for certain purposes. These purposes include receiving information regarding programs or services and/or sharing a participant's information with other organizations for the purpose of providing a participant with information about programs and services. To choose this option, participants must contact the Privacy Officer of the CGC and request an "opt out" form.

8.7 **Legal Guardians** - Consent may not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore will be obtained from a parent, legal guardian or person having power of attorney.

8.8 **Exceptions for Collection** - The CGC is not required to obtain consent for the collection, of personal information if:

- a) it is clearly in the individual's interests and consent is not available in a timely way;
- b) knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or provincial law;
- c) the information is for journalistic, artistic or literary purposes;
- d) the information is publicly available as specified in the *Act*.

8.9 **Exceptions for Use** - The CGC may use personal information without the individual's knowledge or consent only:



- a) if the CGC has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation;
- b) for an emergency that threatens an individual's life, health or security;
- c) for statistical or scholarly study or research (CGC must notify the Privacy Officer before using the information);
- d) if it is publicly available as specified in the *Act*;
- e) if the use is clearly in the individual's interest and consent is not available in a timely way; or
- f) if knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law.

**8.10 Exceptions for Disclosure** - The CGC may disclose personal information without the individual's knowledge or consent only:

- a) to a lawyer representing the CGC;
- b) to collect a debt the individual owes to the CGC;
- c) to comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
- d) to a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or provincial law;
- e) to an investigative body named in the *Act* or government institution on the CGC's initiative when the CGC believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
- f) to an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law;
- g) in an emergency threatening an individual's life, health, or security (the CGC must inform the individual of the disclosure);
- h) for statistical, scholarly study or research (CGC must notify the Privacy Officer before disclosing the information);
- i) to an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) if it is publicly available as specified in the regulations; or
- l) if otherwise required by law.

**8.11 Limit** - Where obliged or permitted to disclose personal information without consent, the CGC will not disclose more information than is required.

## **Article 9 - Third Parties**



9.1 **Third Parties** – The CGC receives personal information from Host Societies, provincial/territorial governments, national/provincial sport organisations, municipal recreation departments, community services organisation and schools and educational institutions who collect that information from athletes, participants and volunteers who wish to participate in the Canada Games or other events, programs, meetings, workshops or seminars organized or sponsored by the CCG. When the CGC does so, the organization is asked to provide only personal information of individuals who have consented to the sharing of their information. If the CGC is contacting an individual based on information received from another organisation, the individual will be asked whether they wish to receive further communications from the CGC and the individual's wishes will be respected. The CGC will explain at that time the consequences of declining to receive further communications.

9.2 **Disclosure** - The CGC may disclose a participant's Personal Information if it is for the intended purpose of collection such as, but not limited to:

- a) Relevant national/provincial sporting organizations;
- b) Host Societies Committees;
- c) Relevant municipal recreation departments, community service organisations, schools and educational institutions;
- d) Governmental agencies, foundations, sponsors, and other funders of the CGC;
- e) Collecting agencies, lawyers, and others when collecting a debt to the CGC or enforcing an agreement between an individual and the CGC;
- f) Print and electronic media in connection with promotional materials;
- g) Individuals or organizations who assist the CGC in informing individuals about the Games, our programs and/or services;
- h) Individuals or organizations who are advisers or service providers of the CGC;
- i) Individuals or organizations involved in maintaining, reviewing and developing the CGC's business systems, procedures and infrastructure including testing or upgrading our computer systems.

9.3 **Third Party Agreement** - Where the CGC discloses Personal Information to organizations that perform services on its behalf, the CGC will require those service providers to use such information solely for the purpose of providing services to the CGC and to have appropriate safeguards for the protection of that Personal Information.

## **Article 10 – Accuracy**

10.1 **Accuracy** - The CGC endeavours to ensure that any Personal Information provided and in its possession is as accurate, current and complete as necessary for the purpose for which the CGC uses that information. If the CGC becomes aware that Personal Information is inaccurate, incomplete or out of date, the CGC will revise the Personal Information and, if necessary, use its best efforts to inform third parties which the CGC provided with inaccurate information so that those third parties may also correct their records.





## Article 11 – Retention

11.1 **Retention** - The CGC keeps a participant's Personal Information only as long as it is required for the reasons it was collected. The length of time the CGC retains information varies, depending on the event, programs and services and the nature of the information. This period may extend beyond the end of a participant's relationship with the CGC but it will be only for so long as it is necessary for the CGC to have sufficient information to respond to any issues that may arise at a later date.

11.2 **Destruction of Information** - When Personal Information is no longer required for the CGC's purposes, documents will be destroyed by way of shredding and electronic files will be deleted in their entirety.

11.3 **Exception** - Personal information that is used to make a decision about an individual will be maintained for a minimum of one year of time to allow the individual access to the information after the decision has been made.

## Article 12 – Security

12.1 **Safeguards** - Personal information will be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

12.2 **Office Security** - The CGC will maintain appropriate physical, procedural and technical security with respect to its offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of Personal Information. This also applies to disposal or destruction of Personal Information.

12.3 **Sensitivity** - The nature of the safeguards will be directly related to the level of sensitivity of the personal information collected. The more sensitive the information, the higher the level of security employed.

12.4 **Methods of Protection** - Methods of protection and safeguards include, but are not limited to, locked filing cabinets, restricted access to offices, security clearances, need-to-know access and technological measures including the use of passwords, encryption, and firewalls.

12.5 **Employees** - Employees of the CGC will be made aware of the importance of maintaining personal information confidential and are required to sign confidentiality agreements.

12.6 **Restricted Access** - The CGC further protects Personal Information by restricting access to those employees whom the management of the CGC has determined need to know that information in order that the CGC may provide products or services or information.



12.7 **Discipline** - If any employee of the CGC misuses Personal Information, it will be considered as a serious offence for which disciplinary action may be taken, up to and including termination of employment. If any participant or organization misuses Personal Information - provided for the purpose of providing services to or for the CGC - this will be considered a serious issue for which action may be taken, up to and including termination of any agreement between the CGC and that individual or organization.

## **Article 13 – Openness**

13.1 **Openness** - The CGC will make publicly available information about its policies and practices relating to the management of personal information. This information will be in a form that is generally understandable.

13.2 **Information** - The information made available will include:

- a) the name or title, and the address, of the person who is accountable for the organization's policies and practices and to whom complaints or inquiries can be forwarded;
- b) the means of gaining access to personal information held by the organization;
- c) a description of the type of personal information held by the organization, including a general account of its use;
- d) a copy of any brochures or other information that explain the organization's policies, standards, or codes; and
- e) names of organizations to which personal information is made available.

## **Article 14 - Individual Access**

14.1 **Individual Access** - Upon written request, and assistance from the CGC, an individual will be informed of the existence, use, and disclosure of his or her personal information and will be given access to that information within a reasonable time, generally no later than thirty (30) days following the request. The CGC may require sufficient information to allow the CGC to confirm that the person making the request is authorized to do so before granting access or making corrections.

14.2 **Amendment** - An individual may challenge the accuracy and completeness of the information and have it amended as appropriate.

14.3 **Denial** - An individual may be denied access to his or her personal information and provided a written explanation as to why if:

- a) It would disclose
  - (i) Personal Information, including opinions, about another participant or about a deceased participant; or
  - (ii) trade secrets or other business confidential information that may harm the CGC or the competitive position of a third party;



- b) It would interfere with contractual or other negotiations of the CGC or a third party;
- c) Is subject to solicitor-client or litigation privilege;
- d) Is not readily retrievable and the burden or cost of providing would be disproportionate to the nature or value of the information;
- e) It does not exist, is not held, or cannot be found by the CGC;
- f) It could reasonably result in
  - (i) serious harm to the treatment or recovery of the individual concerned;
  - (ii) serious emotional harm to the participant concerned or another participant; or
  - (iii) serious bodily harm to another participant;
- g) It may harm or interfere with law enforcement activities and other investigative or regulatory functions of a body authorized by law to perform such functions; or
- h) It may be withheld or is requested to be withheld under applicable legislation.

14.4 **Contents of Refusal** - If the CGC determines that the disclosure of personal information should be refused, the CGC must inform an individual the following:

- a) the reasons for the refusal and the provisions of the Act on which the refusal is based;
- b) the name, position title, business address and business telephone number of the Privacy Officer who can answer the applicant's questions; and
- c) that the individual may ask for a review within thirty (30) days of being notified of the refusal.

14.5 **Source** - Upon request, the source of personal information will be disclosed along with an account of third parties to whom the information may have been disclosed.

14.6 **Response** - Requested information will be disclosed within 30 days of receipt of the request at minimal expense for copying or no cost to the individual, unless there are reasonable grounds to extend the time limit. The requested information will be provided in a form that is generally understandable.

14.7 **Costs** - Costs may only be levied if an individual is informed in writing in advance of the approximate cost and has agreed to proceed with the request.

14.8 **Inaccuracies** - If personal information is inaccurate or incomplete, it will be amended as required and the amended information will be transmitted to third parties in due course.

14.9 **Unresolved Complaints** - An unresolved complaint from an individual in regards to the accuracy of personal information will be recorded and transmitted to third parties having access to the information in question.

## **Article 15 - Compliance and Complaints**

15.1 **Challenges** - An individual may challenge compliance with this Policy and the Act to the designated individual accountable for compliance.



15.2 **Procedures** - Upon receipt of a complaint, the CGC will:

- a) Record the date the complaint is received;
- b) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
- c) Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within three (3) days of receipt of the complaint;
- d) Appoint an investigator using the CGC's personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and who will have unfettered access to all files and personnel, within ten (10) days of receipt of the complaint. The Investigator will complete the investigation and submit a written report to the CGC within twenty-five (25) days of receipt of the complaint;
- e) Notify the complainant of the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments that have been, or will be made to policies and procedures, within thirty (30) days of receipt of the complaint.

15.3 **Assistance** - The CGC will assist an individual in preparing a request for information.

15.4 **Whistleblowing** - The CGC must not dismiss, suspend, demote, discipline, harass or otherwise disadvantage an employee of the CGC, or deny that employee a benefit because the employee, acting in good faith and on the basis of reasonable belief:

- a) has disclosed to the Privacy Officer that the CGC has contravened or is about to contravene the Act;
- b) has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene these Act;
- c) has refused to do or stated an intention of refusing to do anything that is in contravention of the Act.

**CGC Web Site** [www.canadagames.ca](http://www.canadagames.ca)

The CGC servers track general information about visitors such as their domain name, time of visit and which pages are being accessed. This information is used internally, only in aggregate form, to better serve visitors by helping us to:

- a) Manage the website;
- b) Diagnose any technical problems; and
- c) Improve the content of the website.

In browsing the CGC web site, a visitor will encounter a technology known as "Cookies". Cookies are files or pieces of information that may be stored in a computer's hard drive when a visitor uses a site. Most Internet browsers are initially set to accept cookies. If the visitor does not wish to accept cookies, the visitor can set their browser to refuse cookies or to alert the visitor when cookies are being sent. "Session" cookies are temporary bits of information that are



erased once a visitor exits the browser window or otherwise turns the computer off. Session cookies are used to improve navigation on sites and to collect aggregate statistical information.

"Persistent" cookies are more permanent bits of information that are placed on the hard drive of a visitor's computer and stays there unless it is deleted. Persistent cookies store information on a visitor's computer for a number of purposes, such as retrieving certain information previously provided (e.g., passwords), helping to determine what areas of the CGC site visitors find most valuable, and customizing the CGC site based on visitor preferences.

The CGC does not share Personal Information obtained through cookies with any third parties.

The CGC has no control over the content of third party websites that individuals may access through hyperlinks on the CGC web site. The CGC encourages everyone to read the privacy policy of every website they visit.

### **Children's Website Privacy Policy**

The CGC recognizes the particular need to provide additional privacy protections for children who visit the site.

The CGC approaches communication on the Internet with respect for, and commitment to protecting, the privacy rights, concern, and respect for the different sensibilities of child participants.

The CGC collects Personal Information from children (that is, children under 13 years of age) only on a voluntary basis. The CGC does not require this information for children to obtain access, to surf or to view the content on the CGC website. However, in order to participate in certain programs, such as surveys, polls, and the bulletin board, offered on the CGC website, children may have to provide the following personal information: first name, last name, and e-mail address. The CGC will not collect more information than is necessary to participate in such programs. The CGC will only use such information for the purposes of administering each such program.