

BEAUMONT RINGETTE ASSOCIATION



Privacy Policy

Table of Contents

Article 1 - General	3
1.1) Background	3
1.2) Purpose	3
1.3) Definitions	3
1.4) Application	4
1.5) Statutory Obligations	4
1.6) Additional Obligations.....	4
1.7) Ruling on Policy	4
Article 2 - Accountability	4
2.1) Privacy Officer	4
2.2) Duties	5
Article 3 – Identifying Purposes	5
3.1) Purpose	5
3.2) Purposes Not Identified	5
Article 4 – Consent	6
4.1) Consent	6
4.2) Implied Consent	6
4.3) Requirement	6
4.4) Form	6
4.5) Withdrawal	6
4.6) Legal Guardians.....	6
4.7) Exceptions for Collection	6
4.8) Exceptions for Use	7
4.9) Exceptions for Disclosure	7
Article 5 – Limiting Collection, Use, Disclosure and Retention	7
5.1) Limiting Collection, Use and Disclosure	7
5.2) Retention Periods	7
5.3) Exception.....	8
Article 6 – Accuracy.....	8
6.1) Accuracy	8
Article 7 – Safeguards	8

7.1) Safeguards.....	8
7.2) Employees.....	8
Article 8 – Openness	8
8.1) Information	8
Article 9 – Individual Access.....	8
9.1) Access.....	8
9.2) Response.....	9
9.3) Denial	9
9.4) Reasons	9
9.5) Identity.....	9
Article 10 – Challenging Compliance.....	9
10.1) Challenges	9
10.2) Procedures	9
10.3) Whistle-blowing	10
Article 11 – Copyright and Legal Disclaimer.....	10
Article 12 – Applicable Law	10

Article 1 - General

1.1) Background

Privacy of personal information is governed by the *Personal Information Protection and Electronics Documents Act* ("PIPEDA") and the *Personal Information Privacy Act* ("PIPA"). This policy describes the way that BRA collects, uses, safeguards, discloses and disposes of personal information, and states BRA's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and PIPA, and BRA's interpretation of these responsibilities.

1.2) Purpose

The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of commercial activities in a manner that recognizes the right to privacy of individuals with respect to their personal information and the need of BRA to collect, use or disclose personal information.

1.3) Definitions

The following terms have these meanings in this Policy:

- a) "BRA" – Beaumont Ringette Association

- b) *Commercial Activity* – any particular transaction, act or conduct that is of a commercial character.
- c) *Personal Information* – any information about an identifiable individual including information that relates to their personal characteristics including, but not limited to, gender, age, income, home address or phone number, ethnic background, family status, health history and health conditions.
- d) *PIPA* - Personal Information Privacy Act.
- e) *PIPEDA* – Personal Information Protection and Electronic Documents Act.
- f) *Representatives* – Members, directors, officers, committee members, employees, coaches, officials, referees, managers, trainers, volunteers, parent/guardians, administrators, contractors and participants within BRA.

1.4) Application

This Policy applies to BRA Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to BRA.

1.5) Statutory Obligations

BRA is governed by the *Personal Information Protection, Electronic Documents Act and Personal Information Privacy Act* in matters involving the collection, use and disclosure of personal information.

1.6) Additional Obligations

In addition to fulfilling all requirements of PIPEDA and PIPA, BRA and its Representatives will also fulfill the additional requirements of this Policy. Representatives of BRA 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 organization 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, friends or colleagues have an interest;
- d) Derive personal benefit from personal information that they have acquired during the course of fulfilling their duties with BRA; and
- e) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.

1.7) Ruling on Policy

Except as provided in PIPEDA and PIPA, the Board of Directors of BRA will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Article 2 - Accountability

2.1) Privacy Officer

The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security, and ensuring that all staff receives appropriate training

on privacy issues and their responsibilities. The Privacy Officer also handles personal information access requests and complaints. The Privacy Officer may be contacted at the following address:

Beaumont Ringette Association
Box 10, 4901 – 55 Avenue, Beaumont, Alberta, T4X 1K8
Email: privacyofficer@beaumontringette.com

2.2) Duties

The Privacy Officer will:

- a) Implement procedures to protect personal information;
- b) Establish procedures to receive and respond to complaints and inquiries;
- c) Record all persons having access to personal information;
- d) Ensure any third party providers abide by this policy; and
- e) Train and communicate to staff information about BRA privacy policies and practices.

Article 3 – Identifying Purposes

3.1) Purpose

Personal information may be collected from Representatives and prospective Representatives for purposes that include, but are not limited to, the following:

- a) Receiving communications from BRA in regards to E-news, newsletters, programs, events and activities.
- b) Inter BRA communications between Representatives for managing and arranging activities, programs, and events.
- c) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications.
- d) Database entry to determine level of officiating certification and qualifications.
- e) Determination of eligibility, age group and appropriate level of competition.
- f) Implementation of BRA screening program.
- g) Promotion and sale of merchandise.
- h) Medical emergency.
- i) Athlete registration with BRA, Zone Association (if applicable) and Ringette Alberta.
- j) Outfitting uniforms, and various components of athlete and team selection.
- k) Purchasing equipment, manuals, resources and other products.
- l) Published articles, media relations and posting on BRA website, displays or posters.
- m) Determination of membership demographics and program wants and needs.
- n) Managing insurance claims and insurance investigations.

3.2) Purposes Not Identified

BRA will seek consent from individuals when personal information is used for commercial purpose not previously identified. This consent will be documented as to when and how it was received.

Article 4 – Consent

4.1) Consent

BRA will obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. BRA may collect personal information without consent where reasonable to do so and where permitted by law.

4.2) Implied Consent

By providing personal information to BRA, individuals are consenting to the use of the information for the purposes identified in this policy.

4.3) Requirement

BRA will not, as a condition of a product or service, require an individual to consent to the collection, use or disclosure of personal information beyond that required to fulfill the specified purpose of the product or service.

4.4) Form

Consent may be written or implied. In determining the form of consent to use, BRA 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 use of personal information in the following ways:

- a) Completing and/or signing an application form;
- b) Checking a check off box;
- c) Providing written consent either physically or electronically;
- d) Consenting orally in person; or
- e) Consenting orally over the phone.

4.5) Withdrawal

An individual may withdraw consent in writing, to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. BRA will inform the individual of the implications of such withdrawal.

4.6) Legal Guardians

Consent will 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.

4.7) Exceptions for Collection

BRA 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; or
- d) The information is publicly available as specified in PIPEDA and PIPA.

4.8) Exceptions for Use

BRA may use personal information without the individual's knowledge or consent only:

- a) If BRA 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) If it is publicly available as specified in PIPEDA and PIPA;
- d) If the use is clearly in the individual's interest and consent is not available in a timely way; or
- e) 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.

4.9) Exceptions for Disclosure

BRA may disclose personal information without the individual's knowledge or consent only:

- a) To a lawyer representing BRA;
- b) To collect a debt the individual owes to BRA;
- 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 PIPEDA or PIPA or government institution when BRA 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 (BRA will inform the individual of the disclosure);
- h) To an archival institution;
- i) 20 years after the individual's death or 100 years after the record was created;
- j) If it is publicly available as specified in the regulations; or
- k) If otherwise required by law.

Article 5 – Limiting Collection, Use, Disclosure and Retention

5.1) Limiting Collection, Use and Disclosure

BRA will not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in Article 3.1, except with the consent of the individual or as required by law.

5.2) Retention Periods

Personal information will be retained as long as reasonably necessary to enable participation in BRA, to maintain accurate historical records and or as may be required by law.

5.3) 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 6 – Accuracy

6.1) Accuracy

Personal information will be accurate, complete and as up to date as is necessary for the purposes for which it is to be used to minimize the possibility that inappropriate information may be used to make a decision about the individual.

Article 7 – Safeguards

7.1) 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.

7.2) Employees

Employees will be made aware of the importance of maintaining personal confidential information and may be required to sign confidentiality agreements.

Article 8 – Openness

8.1) Information

Information made available will include:

- a) The name or title, and the address, of the person who is accountable for BRA's privacy policy 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 information that explains the organization's privacy policies; and
- e) Third parties in which personal information is made available.

Article 9 – Individual Access

9.1) Access

Upon written request, and with assistance from BRA, an individual may be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. As well, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.

9.2) Response

Requested information will be disclosed to the individual within 30 days of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.

9.3) Denial

An individual may be denied access to his or her personal information if:

- a) This information is prohibitively costly to provide;
- b) The information contains references to other individuals;
- c) The information cannot be disclosed for legal, security or commercial proprietary purposes;
- d) The information is subject to solicitor-client or litigation privilege.

9.4) Reasons

Upon refusal, BRA will inform the individual the reasons for the refusal and the associated provisions of PIPEDA and/or PIPA and applicable provincial privacy legislation.

9.5) Identity

Sufficient information will be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

Article 10 – Challenging Compliance

10.1) Challenges

An individual will be able to challenge compliance with this Policy to the designated individual accountable for compliance.

10.2) Procedures

Upon receipt of a complaint BRA 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 seven (7) days of receipt of the complaint;
- d) Appoint an investigator using BRA personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and will have unfettered access to all file and personnel.
- e) Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to BRA.
- f) Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures.

10.3) Whistle-blowing

BRA will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any the BRA Representative, and other decision-makers within BRA or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:

- a) Disclosed to the commissioner that BRA 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 the *Act*; or
- c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the *Act*.

Article 11 – Copyright and Legal Disclaimer

- a) This web site is a product of BRA. The information on this web site is provided as a resource to those interested in BRA. BRA disclaims any representation or warranty, express or implied, concerning the accuracy, completeness or fitness for a particular purpose of the information. Persons accessing this information assume full responsibility for the use of the information and understand and agree that BRA is not responsible or liable for any claim, loss or damage arising from the use of this information. Reference to specific products, processes or services does not constitute or imply recommendation or endorsement by BRA. BRA also reserves the right to make changes at any time without notice.
- b) Links made available through this website may allow you to leave the BRA site. Please be aware that the internet sites available through these links are not under the control of BRA. Therefore, BRA does not make any representation to you about these sites or the materials available there. BRA is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. BRA is not responsible for privacy practices employed by other companies or websites.

Article 12 – Applicable Law

This site is created and controlled by BRA in the province of Alberta. As such, the laws of the province of Alberta will govern these disclaimers, terms and conditions.