

*** For not-for-profit organizations in Ontario, the privacy of personal information is governed by the Personal Information Protection and Electronic Documents Act (PIPEDA). This Policy is based on the standards required by PIPEDA as interpreted by the Ontario Water Polo Association (OWP) ***

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Commercial Activity*” – any particular transaction, act or conduct that is of a commercial character.
 - b) “*Personal Information*” – any information about an individual that relates to the person’s personal characteristics including, but not limited to: gender, age, income, home address, home phone number, ethnic background, family status, health history, and health conditions
 - c) “*Stakeholder*” – Individuals employed by, or engaged in activities on behalf of, the Organization including: coaches, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Organization
 - d) “*Member*” - All categories of membership defined in By-Law 2.1 of the OWP *Constitution and Bylaws* as well as all individuals employed by, or engaged in activities with, OWP including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, and directors and officers of OWP

Purpose

2. OWP recognizes Members’ right to privacy with respect to their Personal Information. This Policy describes the way that OWP collects, uses, safeguards, discloses, and disposes of Personal Information.

Application of this Policy

3. This Policy applies to all Stakeholders and Members in connection with personal information that is collected, used or disclosed during OWP activity.
4. Except as provided in PIPEDA, OWP’s Board of Directors will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

5. OWP is obligated to follow and abide by PIPEDA in all matters involving the collection, use, and disclosure of Personal Information.
6. In addition to fulfilling the legal obligations required by PIPEDA, OWP will not:
 - a) Publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Personal Information without the express written consent of the Member
 - 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, colleagues, or 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 OWP

- 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

Accountability

- 7. 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:

Ontario Water Polo
P. O. Box 15582
265 Port Union Road
Toronto, Ontario
M1C 4Z7
Telephone: (416) 426-7028

- 8. 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
 - e) Train and communicate to staff information about the OWP's privacy policies and practices.

Identifying Purposes

- 9. OWP may collect Personal Information from Members and prospective Members for purposes that include, but are not limited to:

Communications

- a) Sending communications in the form of e-news or a newsletter with content related to OWP programs, events, fundraising, activities, discipline, appeals, and other pertinent information
- b) Publishing articles, media relations and postings on the OWP website, displays or posters
- c) Award nominations, biographies, and media relations
- d) Communication within and between Stakeholders and Members
- e) Discipline results and long term suspension list
- f) Checking residency status

Registration, Database Entry and Monitoring

- g) Registration of programs, events and activities
- h) Database entry at the Coaching Association of Canada and to determine level of coaching certification coaching qualifications and coach selection.
- i) Database entry to determine level of officiating certification and qualifications
- j) Determination of eligibility, age group and appropriate level of play/competition
- k) Player Registration, outfitting uniforms, and various components of athlete and team selection
- l) Technical monitoring, officials training, educational purposes, sport promotion, and media publications

Sales, Promotions and Merchandising

- m) Purchasing equipment, coaching manuals, resources and other products
- n) Promotion and sale of merchandise

General

- o) Travel arrangement and administration
 - p) Implementation of the OWP screening program
 - q) Medical emergency, emergency contacts or reports relating to medical or emergency issues
 - r) Determination of membership demographics and program wants and needs
 - s) Managing insurance claims and insurance investigations
 - t) Video recording and photography for personal use, and not commercial gain, by spectators, parents and friends
 - u) Video recording and photography for promotional use, marketing and advertising by OWP
 - v) Payroll, honorariums, company insurance and health plans
10. OWP's Stakeholders may collect Personal Information from Members and prospective Members for other purposes, provided that documented consent specifying the use of the Personal Information is obtained from the Members or prospective Members.

Consent

11. By providing Personal Information to OWP, Members are implying their consent to the use of that Personal Information for the purposes identified in the **Identifying Purposes** section of this Policy.
12. At the time of the collection of Personal Information and prior to the use or disclose of the Personal Information, OWP will obtain consent from Members by lawful means. OWP may collect Personal Information without consent when it is reasonable to do so and permitted by law.
13. In determining whether to obtain written or implied consent, OWP will take into account the sensitivity of the Personal Information, as well the Members' reasonable expectations. Members 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 box, or selecting an option (such as 'Yes' or 'I agree')
 - c) Providing written consent either physically or electronically
 - d) Consenting orally in person
 - e) Consenting orally over the phone
14. OWP will not, as a condition of providing a product or service, require Members to consent to the use, collection, or disclosure of Personal Information beyond what is required to fulfill the specified purpose of the product or service.
15. A Member may withdraw consent in writing, at any time, subject to legal or contractual restrictions. OWP will inform the Member of the implications of withdrawing consent.
16. OWP will not obtain consent from Members who are minors, seriously ill, or mentally incapacitated. Consent from these individuals will be obtained from a parent, legal guardian, or a person having power of attorney.

17. OWP is not required to obtain consent for the collection of Personal Information, and may use Personal Information without the Member's knowledge or consent, only if:
 - a) It is clearly in the Member's interests and the opportunity for obtaining consent is not available in a timely way
 - b) Knowledge and consent would compromise the availability or accuracy of the Personal Information and collection is required to investigate a breach of an agreement or a contravention of a federal or provincial law
 - c) An emergency threatens a Member's life, health, or security
 - d) The information is publicly available as specified in PIPEDA

18. OWP is also not required to obtain consent for the collection of Personal Information if the information is for journalistic, artistic, or literary purposes.

19. OWP may disclose Personal Information without the Member's knowledge or consent only:
 - a) To a lawyer representing OWP
 - b) To collect a debt that the Member owes to OWP
 - 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 and identified its lawful authority, if that government institution indicates that disclosure is for one of the following purposes: enforcing or carrying out an investigation, gathering intelligence relating to any federal, provincial, or foreign law, national security or the conduct of international affairs, or administering any federal or provincial law
 - e) To an investigative body named in PIPEDA or a government institution, if OWP believes the Personal Information concerns a breach of an agreement, contravenes a federal, provincial, or foreign law, or if OWP suspects the Personal Information relates to national security or the conduct of international affairs
 - f) To an investigative body for 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 a Member's life, health, or security (OWP will inform the Member 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 PIPEDA
 - k) If otherwise required by law

Use of Images

20. OWP may photograph or videotape Members participating in an OWP sanctioned event and may use these images for non-commercial purposes. OWP will follow these general guidelines for photographs:
 - a) To never use or distribute any photographs or action shots where the body parts normally covered by a swimsuit are exposed
 - b) To ensure, where possible, that photographs are of: groups, head and shoulders of athletes, athletes in the water, or athletes fully clothed

- c) To only connect personal information with photographed athletes if the athlete (or the parent/guardian of the athlete) has consented. Personal information connected to a photograph can only include: names, position played, teams made, medals won, or general interest information like favourite musician or television program. This information may not reference where the athlete lives, works, or goes to school

Accuracy, Retention, and Openness

- 21. In order to minimize the possibility that inappropriate Personal Information may be used to make a decision about a Member, Personal Information will be accurate, complete, and as up-to-date as is necessary for the purposes for which it will be used.
- 22. Personal Information will be retained as long as reasonably necessary to enable participation in OWP programs, events, and activities, and in order to maintain historical records as may be required by law or by governing organizations.
- 23. OWP's Stakeholders will be made aware of the importance of maintaining the confidentiality of Personal Information and are required to comply with the OWP's *Confidentiality Policy*.
- 24. Personal Information will be protected against loss or theft, unauthorized access, disclosure, copying, use, or modification by security safeguards appropriate to the sensitivity of the Personal Information.
- 25. Personal Information that has been used to make a decision about a Member will be maintained for a minimum of one year in order to allow the individual the opportunity to access the Personal Information after the decision has been made.
- 26. OWP will make the following information available to Members:
 - a) This *Privacy Policy*
 - b) Any additional documentation that further explains the OWP's *Privacy Policy*
 - c) The name or title, and the address, of the person who is accountable for the OWP's *Privacy Policy*
 - d) The means of gaining access to Personal Information held by OWP
 - e) A description of the type of Personal Information held by OWP, including a general account of its use
 - f) Identification of any third parties to which Personal Information is made available

Access

- 27. Upon written request, and with assistance from OWP after confirming the Member's identity, Members may be informed of the existence, use, and disclosure of their Personal Information and will be given access to that Personal Information. Members are also entitled to be informed of the source of the Personal Information, and provided with an account of third parties to which the Personal Information has been disclosed.
- 28. Unless there are reasonable grounds to extend the time limit, requested Personal Information will be disclosed to the Member, at no cost to the Member, within thirty (30) days of receipt of the written request.
- 29. Members may be denied access to their Personal Information if the information:

- a) Is prohibitively costly to provide
- b) Contains references to other individuals
- c) Cannot be disclosed for legal, security, or commercial proprietary purposes
- d) Is subject to solicitor-client privilege or litigation privilege

30. If OWP refuses a request for Personal Information, it shall inform the Member the reasons for the refusal and identify the associated provisions of PIPEDA that support the refusal.

Compliance Challenges

31. Members are able to challenge OWP for its compliance with this Policy.

32. Upon receipt of a complaint, OWP 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
- a) Appoint an investigator using OWP's 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
- d) Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to OWP
- e) Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures

33. OWP will not dismiss, suspend, demote, discipline, harass, or otherwise disadvantage any OWP Member or Stakeholder who:

- a) Challenges OWP for its compliance with this Policy
- b) Refuses to contravene this Policy or PIPEDA
- c) Takes precautions not to contravene this Policy or PIPEDA; even though said precautions may be in opposition to the regular duties performed by the Member

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PHOTO and VIDEO RELEASE FORM

***Please read carefully and sign below
Athletes under 18 years old must have a Parent or Guardian sign***

Organization Name / Club Name _____

Athlete's Name _____

Athlete's Birthdate _____

In Ontario, the *Personal Information Protection and Electronic Documents Act* (PIPEDA) requires that consent be obtained for the collection and use of personal information. The OWP may use personal information, with consent, for standard operating procedures pursuant to the OWP's *Privacy Policy*. However, in some cases the OWP will seek consent to use personal information in connection with "Images" (defined below), for commercial purposes that may include using, transmitting, publishing, or selling the Images for the benefit or promotion of the OWP.

The undersigned understands, consents, and agrees to the following:

- a) OWP is granted permission to take, use, and copyright in their own name the following **Images**: photographs, videotapes, digital and video images, films, voice recordings, and any other likeness of the athlete. OWP may use, transmit, publish, and sell such Images in any format, style, form, or media.
- b) The undersigned will not receive compensation or other payment of any kind, including but not limited to, any royalties or fees for the use of the Images by OWP.
- c) The undersigned releases, discharges, and agrees to hold harmless OWP for any and all claims, demands, actions, damages, losses, or costs that might arise out of the collection, use, or disclosure of the Images or from the taking, publication, sale, distortion of the Images, plates, negatives, masters, or any other likeness or representation of the athlete that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriation of personality, or invasion of privacy.
- d) The name and other personal information of the athlete may be used, pursuant to the OWP's *Privacy Policy*, by OWP in connection with the use, transmission, publications, or sale of the Images.

I UNDERSTAND AND AGREE that I have read and understood the terms and conditions of this document. On behalf of myself, my heirs, and/or minor children/wards, I agree that I am signing this document voluntarily and that I will abide by its terms and conditions.

Athlete Signature

Date

Parent/Guardian Signature

Date