



**POLICY TITLE:** CONFIDENTIALITY & PRIVACY POLICY

**Effective Date:** September 7, 2021

## **PURPOSE**

Spruce Grove Ringette Association is committed to maintaining the confidentiality of all participants. SGRA will ensure the protection of proprietary confidential information through the provisions within this policy.

## **SCOPE**

This policy applies to all Members, as well as all individuals employed (including contract personnel) by or engaged in activities with SGRA, including but not limited to, directors, committee members, athletes, coaches, judges, officials, referees, parents/guardians, volunteers, officers, managers and administrators (collectively hereinafter "SGRA Representatives")

## **DEFINITIONS**

The following terms have these meanings in this policy:

- a. **Intellectual Property:** Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with employment or involvement with SGRA will be owned solely by SGRA, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. SGRA may grant permission for others to use such written material or other works, subject to such terms and conditions as SGRA may prescribe.
- b. **Member:** All categories of membership defined in the SGRA Bylaws, as well as any person affiliated with SGRA or its members, including, individuals employed or volunteering for SGRA, SGRA directors, officers, committee members, referees, officials, parents/guardians and other individuals who are decision-makers within SGRA.
- c. **Confidential Information:** Includes, but it not limited to the following:
  - Personal Information of SGRA Members and Representatives, including but not limited to: name, address, e-mail, telephone number, cell phone number, date of birth and financial information;
  - SGRA intellectual property and proprietary information related to the programs, fundraisers, business or affairs of SGRA and any of its divisions, including, but not limited to: procedures, business methods, forms, policies, business, marketing and development plans, advertising programs, creative materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, software, financial information and information that is not generally or publicly known.

- d. Implied Consent: Consent given to administrators of Ringette programs and services by virtue of registration with SGRA as an athlete, official or team staff to provide other Members with applicable personal information only in order to effectively carry out services.

#### **PRINCIPLES**

- All Members shall be entitled to the protection and privacy of their personal information.
- SGRA intellectual property and proprietary information shall be protected.
- Implied consent is given to SGRA and Members to use such personal information as necessary to provide the services and support as needed.
- Reporting and resolution of breaches of this confidentiality policy will be first handled by SGRA Executive. If the breach is not resolved to the satisfaction of any Member, the complaint may then be escalated to the Ringette Alberta Board of Directors.

#### **REQUIREMENTS**

- SGRA Representatives will not, either during the period of their involvement/employment or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement or employment with SGRA, unless expressly authorized to do so.
- SGRA Representatives will not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information or any part thereof, without the express written consent of SGRA.
- All files and written materials relating to Confidential Information will remain the property of SGRA and upon termination of involvement/employment with SGRA or upon request of SGRA, SGRA Representative will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.

#### **COMPLIANCE AND CONSEQUENCES**

A breach of any provision in this policy may give rise to discipline in accordance with SGRA's Disciplinary policy or legal recourse.

**Article 1 General**

- 1.1 Background - Privacy of personal information is governed by the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and the *Personal Information Privacy Act* ("PIPA"). This policy describes the way that the Club collects, uses, safeguards, discloses and disposes of personal information, and states the Club's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and PIPA, and the Club'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 the Club to collect, use or disclose personal information.
- 1.3 Definitions – The following terms have these meanings in this Policy:
- a) "**Club**" – Spruce Grove 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 the Club.
- 1.4 Application –This Policy applies to Club Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to the Club.
- 1.5 Statutory Obligations – The Club 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, the Club and its Representatives will also fulfill the additional requirements of this Policy. Representatives of The Club 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 the Club; 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 the Club 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:

**Spruce Grove Ringette Association  
PO BOX 4011  
Spruce Grove AB  
T7X 3B2**

Email: [privacy@sprucegroveringette.com](mailto:privacy@sprucegroveringette.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 the Club 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 the Club in regards to E-news, newsletters, programs, events and activities.
- b) Inter Club 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 the Club screening program.
- g) Promotion and sale of merchandise.
- h) Medical emergency.
- i) Athlete registration with the Club, 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 the Club 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 –The Club 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 –The Club will obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. The Club 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 the Club, individuals are consenting to the use of the information for the purposes identified in this policy.

4.3 Requirement – The Club 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, the Club 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) 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. The Club 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 – The Club 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 – The Club may **use** personal information without the individual's knowledge or consent only:

- a) If the Club 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 – The Club may **disclose** personal information without the individual's knowledge or consent only:

- a) To a lawyer representing the Club;
- b) To collect a debt the individual owes to the Club;
- 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 the Club 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 Club 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 – The Club 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 The Club, 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 the Club'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 the Club, 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, the Club 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 the Club 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 the Club 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 the Club.
  - 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 - The Club will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any the Club Representative, and other decision-makers within the Club 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 the Club 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 13 Copyright and Legal Disclaimer**

- 13.1 This web site is a product of the Club. The information on this web site is provided as a resource to those interested in the Club. The Club 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 The Club 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 the Club. The Club also reserves the right to make changes at any time without notice.
- 13.2 Links made available through this website may allow you to leave the Club site. Please be aware that the internet sites available through these links are not under the control of the Club. Therefore, the Club does not make any representation to you about these sites or the materials available there. The Club is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. The Club is not responsible for privacy practices employed by other companies or websites.

**Article 14 Applicable Law**

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

**Article 15 Approval and Review**

- 15.1 This Policy was approved by the Board of Directors of the Club on September 10, 2021