



# BOWLS CANADA BOULINGRIN

## Privacy Policy

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### **ARTICLE 1 - GENERAL**

- 1.1 **Background** - Privacy of personal information is governed by the *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that BCB collects, uses, safeguards, discloses and disposes of personal information, and states BCB's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA, and BCB'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 BCB to collect, use or disclose personal information.
- 1.3 **Definitions** – The following terms have these meanings in this Policy:
- a) *Act* – Personal Information Protection and Electronic Documents Act.
  - 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) *Representatives* – Directors, officers, volunteers, coaches, athletes, officials, members, administrators, contractors and participants within BCB.
- 1.4 **Application** –This Policy applies to BCB Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to BCB.
- 1.5 **Statutory Obligations** – BCB is governed by the *Personal Information Protection and Electronic Documents Act* in matters involving the collection, use and disclosure of personal information.
- 1.6 **Additional Obligations** – In addition to fulfilling all requirements of the *Act*, BCB and its Representatives will also fulfill the additional requirements of this Policy. Representatives of BCB 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 BCB; 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 the *Act*, the Board of Directors of BCB will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

## **ARTICLE 2 – ACCOUNTABILITY**

2.1 **Privacy Officer** – Bowls Canada will appoint a Privacy Officer and 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:

Bowls Canada Boulingrin  
720 Belfast Road, Suite 207  
Ottawa ON K1G 0Z5  
Tel: (613) 244-0021  
Fax: (613) 244-0041

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 BCB's policies and practices.

2.3 **Identity** - The identity of the Privacy Officer and their contact information will be made known via BCB's web site and will be publicly accessible.

2.4 **Employees** – BCB will be responsible to ensure that the employees, contractors, agents, or otherwise are compliant with the *Act* and this Policy.

2.5 **Disclosure to Third Parties** – An agreement will be executed with any third party having access to personal information held by BCB limiting collection, use and disclosure.

## **ARTICLE 3 - IDENTIFYING PURPOSES**

- 3.1 **Purpose** – Personal information may be collected from Representatives and prospective Representatives and will only be used to meet and maintain the highest standard of organizing and programming and used by BCB for purposes that include, but are not limited to, the following:
- a) Receiving communications from BCB in regards to E-news, newsletters, programs, events and activities.
  - b) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications.
  - c) Database entry to determine level of officiating certification and qualifications.
  - d) Determination of eligibility, age group and appropriate level of competition.
  - e) Implementation of BCB's screening program.
  - f) Promotion and sale of merchandise.
  - g) Medical emergency.
  - h) Athlete registration, outfitting uniforms, and various components of athlete and team selection.
  - i) Canadian Centre for Ethics in Sport inquiries for the purposes of out-of competition drug testing.
  - j) Purchasing equipment, manuals, resources and other products.
  - k) Published articles, media relations and posting on BCB's website, displays or posters.
  - l) Determination of membership demographics and program wants and needs.
  - m) Managing insurance claims and insurance investigations.
- 3.2 **Purposes not Identified** – BCB 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** – BCB will obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. BCB 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 BCB, individuals are consenting to the use of the information for the purposes identified in this policy.
- 4.3 **Requirement** – BCB 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, BCB 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. BCB 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** – BCB 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 the *Act*.

4.8 **Exceptions for Use** – BCB may use personal information without the individual's knowledge or consent only:

- a) If BCB 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;
- 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.

4.9 **Exceptions for Disclosure** – BCB may disclose personal information without the individual's knowledge or consent only:

- a) To a lawyer representing BCB;
- b) To collect a debt the individual owes to BCB;
- 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 BCB's initiative when BCB 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 (BCB must inform the individual of the disclosure);
  - h) For statistical, scholarly study or research;
  - 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.

## **ARTICLE 5 - LIMITING COLLECTION, USE, DISCLOSURE AND RETENTION**

- 5.1 **Limiting Collection, Use and Disclosure** – BCB 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 **Disclosure** – Information disclosed to a third party with consent will be protected by a third party agreement to limit use and disclosure.
- 5.3 **Retention Periods** – Personal information will be retained as long as reasonably necessary to enable participation in BCB, to maintain accurate historical records and or as may be required by law.
- 5.4 **Destruction of Information** - Documents will be destroyed by way of shredding and electronic files will be deleted in their entirety.
- 5.5 **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 **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.
- 7.3 **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.
- 7.4 **Employees** – Employees will be made aware of the importance of maintaining personal information confidential 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 BCB'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 BCB, 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, BCB will inform the individual the reasons for the refusal and the associated provisions of *PIPEDA*.

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 and the *Act* to the designated individual accountable for compliance.

10.2 **Procedures** – Upon receipt of a complaint BCB 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 BCB 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, within ten (10) days of receipt of the complaint.
- e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to BCB.
- 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 within thirty (30) days of receipt of the complaint.

10.3 **Whistle-blowing** – BCB will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any directors, officers, volunteers, coaches, athletes, volunteers, administrators, contractors, and other decision-makers within BCB 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 BCB 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 - IP ADDRESS**

11.1 When the user's web browser requests a web page from another computer on the Internet, it automatically gives that computer the address where it should send the information. This address is called the computer's "IP address."

11.2 BCB does not collect, use or disclose IP Addresses.

## **ARTICLE 12 - COOKIES**

- 12.1 Cookies are small text files that a Web browser transfers to and from your hard drive for record keeping purposes. Cookies make life easier for you by saving your passwords, purchases, and preferences while you're at our site. The use of cookies is an Internet standard, and you'll find cookies at most major Web sites. The use of cookies is an industry standard and many major browsers are initially set up to accept them. You can reset your browser to either refuse to accept all cookies or to notify you when you have received a cookie. However, if you refuse to accept cookies, you may not be able to use some of the features available on websites.
- 12.2 BCB does not use cookies to identify specific individuals.

## **ARTICLE 13 - COPYRIGHT AND LEGAL DISCLAIMER**

- 13.1 This web site is a product of BCB. The information on this web site is provided as a resource to those interested in BCB. BCB 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 BCB 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 BCB. BCB 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 BCB site. Please be aware that the internet sites available through these links are not under the control of BCB. Therefore, BCB does not make any representation to you about these sites or the materials available there. BCB is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. BCB 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 BCB in the province of Ontario. As such, the laws of the province of Ontario will govern these disclaimers, terms and conditions.

## **ARTICLE 15 - APPROVAL AND REVIEW**

- 15.1 This Policy was approved by the Board of Directors of BCB on February 6<sup>th</sup>, 2010.