

PART THREE - CONDUCT

SECTION 28 – PRIVACY POLICY

28.1 GENERAL

28.1.1 Background

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

28.1.2 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 recognized the right of privacy of individuals with respect to their personal information and the need of GCG to collect, use or disclose personal information.

28.1.3 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, social insurance number, home address or phone number, athletic testing and results, email, ethnic background, family status, health history and health conditions;
- d. Representatives – Members, Registered Participants, directors, officers, employees, committee members, officials, coaches, judges, referees, managers, trainers, volunteers, administrators, contractors and participants within GCG.

28.1.4 Application

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

28.1.5 Statutory Obligations

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

28.1.6 Additional Obligations

In addition to fulfilling all requirements of the Act, GCG and its Representatives will also fulfill the additional requirements of this Policy. Representatives of GCG 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 GCG;
- 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.

28.1.7 Ruling on Policy

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

28.2 ACCOUNTABILITY

28.2.1 Privacy Officer

The GCG Board shall appoint a Privacy Officer who 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:

Gymnastics Canada - 1900 City Park Drive, Suite 120
Ottawa, ON, K1J 1A3
613-748-5637 ext. 222
info@gymcan.org

28.2.2 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 GCG's policies and practices.

28.2.3 Employees

GCG will be responsible to ensure that the employees, contractors, agents, or otherwise are compliant with the Act and this Policy.

28.3 IDENTIFYING PURPOSES

28.3.1 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 GCG for purposes that include, but are not limited to, the following:

- a. Receiving communications from GCG and their sponsors in regards to E-news, e-mails, bulletins, donations requests, invoices, notifications, merchandise sales, newsletters, programs, events and activities;
- b. Establishing and managing trust funds and distribution of honorariums;
- c. Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications;
- d. Coaching selection;
- e. Database entry to determine level of officiating certification and qualifications;
- f. Determining eligibility, age group and appropriate level of play/competition;
- g. Implementing Gymnastics Canada's screening program;
- h. Implementing anti-doping policies and drug testing;
- i. Promoting sale of merchandise;
- j. Medical emergency;
- k. Award nominations;
- l. Biographical information;
- m. Competition and GCG registration;
- n. Inter-organization communications;
- o. Athlete registration, outfitting uniforms, monitoring eligibility, arranging travel and various components of athlete and team selection;
- p. Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion;
- q. Purchasing equipment, manuals, resources and other products and/or services;
- r. Publishing articles, media relations and posting on Gymnastics Canada's website, displays or posters;
- s. Determining membership demographics and program wants and needs;
- t. Managing payroll, health benefits, insurance claims or insurance investigations.

28.3.2 Purposes not identified

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

28.4 CONSENT

28.4.1 Consent

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

28.4.2 Implied Consent

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

28.4.3 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. GCG will inform the individual of the implications of such withdrawal.

28.4.4 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.

28.4.5 Exceptions for Collection

GCG 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.

28.4.6 Exceptions for Use

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

- a. If GCG 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.

28.4.7 Exceptions for Disclosure

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

- a. To a lawyer representing GCG;
- b. To collect a debt the individual owes to GCG;
- 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 GCG's initiative when GCG 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 (GCG 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 require by law.

28.5 LIMITING COLLECTION, USE AND DISCLOSURE AND RETENTION

28.5.1 Limiting Collection, Use and Disclosure

GCG will not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in Article 28.3.1, except with the consent of the individual or as required by law.

28.5.2 Retention Periods

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

28.5.3 Destruction of Information

Documents will be destroyed by way of shredding and electronic files will be deleted in their entirety.

28.6 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.

28.7 INDIVIDUAL ACCESS

28.7.1 Access

Upon written request, and with assistance from GCG, 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.

28.7.2 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.

28.7.3 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;
- d. security or commercial proprietary purposes;
- e. The information is subject to solicitor-client or litigation privilege.

28.7.4 Reasons

Upon refusal, GCG will inform the individual the reasons for the refusal and the associated provisions of PIPEDA.

28.7.5 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.

28.8 CHALLENGING COMPLIANCE

28.8.1 Challenges

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

28.8.2 Procedures

Upon receipt of a complaint GCG 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 GCG 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 files 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 GCG;
- 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 with thirty (30) days of receipt of the complaint.

28.8.3 Whistle-blowing

GCG will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage a Registered Participant, director, officer, employee, committee member, volunteer, trainer, contractor, and other decision-makers within GCG to 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 GCG 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.

28.9 IP ADDRESS

GCG does not collect, use or disclose IP Addresses.

28.10 COOKIES

GCG does not use cookies to identify specific individuals.

28.11 COPYRIGHT AND LEGAL DISCLAIMER

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28.12 APPLICABLE LAWS

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