BADMINTON ONTARIO
PRIVACY POLICY

Article 1 General

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

1.2 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) *Organization* – includes an association, a partnership, a person, an unincorporated association, a trust, a not for profit organization, a trade union and a corporation.
d) *Personal Information* – any information about an identifiable individual.
e) *Personal Health Information* – any health information about an identifiable individual.
f) *Representatives* - Directors, officers, employees, committees, members, volunteers, coaches, officials, contractors and other decision makes within B-ON.

1.3 Application –This Policy applies to B-ON Representatives in connection with personal information that is collected, used or disclosed during any commercial activity.

1.4 Statutory Obligations – The B-ON is governed by the *Personal Information Protection and Electronic Documents Act* in matters involving the collection, use and disclosure of personal information.

1.5 Additional Obligations – In addition to fulfilling all requirements of the *Act*, B-ON and its Representatives will also fulfill the additional requirements of this Policy. Representatives of the B-ON 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 B-ON; 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.

1.6 Ruling on Policy – Except as provided in the *Act*, the Board of Directors of the B-ON 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 B-ON will designate an individual to oversee the implementation and monitoring of this Privacy Policy and the security of personal information.

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) Train and communicate to staff information about B-ON's policies and practices; and
d) Develop information to explain the B-ON's policies and procedures to members and the public.

2.3 Identity - The identity of the Privacy Officer and his/her contact information will be made known via the B-ON's web site and will be publicly accessible.

2.4 Employees – The B-ON 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 a third party having access to personal information held by the B-ON limiting collection, use and disclosure.

2.6 Information- Information will be made available to the public via the B-ON's web site explaining privacy policies and procedures.

Article 3 Identifying Purposes

3.1 Purpose – Personal information may be collected from prospective members, members, athletes, participants, coaches, referees, managers, fans and volunteers (collectively "Individuals") and used by the B-ON for purposes that include, but are not limited to, the following:

a) Registration at programs, activities and events; travel administration and purchasing equipment, coaching manuals and other products.
b) Receiving communications from the B-ON in regards to fundraising, programs, events, and activities.
c) Determining eligibility, age group and appropriate level of play/competition.
d) Award nominations, biographies, published articles and media relations.
e) Outfitting uniforms and various components of athlete and team selection.
f) Database entry at the Coaching Association of Canada and to determine level of certification, coaching qualifications and coach selection.
g) Technical monitoring, coach/club review, officials training, education, sport promotion, media publications and posting on B-ON's website, displays or posters.
h) B-ON's payroll, honorariums, company insurance and health plan.
i) Implementing B-ON's volunteer screening program.
j) Emergency contacts, medical history for use in the case of classification, medical emergency or reports relating to medical or emergency issues and managing insurance claims.
k) Determining membership demographic structure, and program wants and needs.
l) Communicating discipline results and long term suspensions.

3.2 Purposes not Identified – The B-ON will seek consent from individuals when personal information is used for a purpose not previously identified. This consent will be documented as to when and how it was received.

Article 4 Consent

4.1 Consent – The B-ON will obtain consent from individuals at the time of collection prior to the use or disclosure of this information.

4.2 Lawful Means – Consent will not be obtained by deception.

4.3 Requirement – The B-ON 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, oral or implied. In determining the form of consent to use, the B-ON 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 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 B-ON 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 B-ON 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 – The B-ON may use personal information without the individual's knowledge or consent only:

a) If the B-ON 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 (B-ON must notify the Privacy Commissioner before using the information);
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 – The B-ON may disclose personal information without the individual's knowledge or consent only:

a) To a lawyer representing the B-ON;
b) To collect a debt the individual owes to the B-ON;
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 B-ON's initiative when B-ON 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 (B-ON must inform the individual of the disclosure);
h) For statistical, scholarly study or research (B-ON must notify the Privacy Commissioner before disclosing the information);
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

5.1 Limiting Collection – The B-ON will not collect 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.

Article 6 Limiting Use, Disclosure and Retention

6.1 Limiting Use – Personal information will not be used or disclosed for purposes other than those for which it was collected as described in Article 3.1, except with the consent of the individual or as required by law.

6.2 Retention Periods – Personal information will be retained for certain periods of time in accordance with the following:

a) Personal information including address, telephone number, fax number will be retained for a period of three years after an individual has left the B-ON in the event that individual chooses to return to B-ON;
b) Personal health information will be immediately destroyed in the event that the individual chooses to leave the B-ON;
c) Coaching information will be retained for a period of three years after an individual has left the B-ON in the event that individual chooses to return to B-ON and to communicate programs and conference dates;
d) Athlete information including name, hometown, school, height, weight, date of birth, uniform number, statistics and performance results will be retained indefinitely for media relations, fan information and historical purposes.

e) Qualifications and certifications of coaches will be retained for a period of twenty years after a coach has left the B-ON in the event that the individual requires confirmation of qualification and certifications.
f) Employee information will be retained for a period of seven years in accordance with Canada Customs and Revenue Agency requirements;
g) Marketing information will be immediately destroyed upon compilation and analysis of collected information.
h) E-mail addresses will be retained for a period of twenty years in order to communicate with fans, athletes and members.
i) Credit Card information will be destroyed immediately upon completion of a financial transaction.
j) Discipline and Incident Reports will be retained indefinitely for precedents.
k) As otherwise may be stipulated in federal or provincial legislation.

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

6.4 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 7 Accuracy

7.1 Accuracy – Personal information will be accurate, complete and 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 8 Safeguards

8.1 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.

8.2 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.

8.3 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.

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

Article 9 Openness

9.1 Information – Information made available will include:

a) The name or title, and the address, of the person who is accountable for the B-ON's policies 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 policies, standards, or codes; and

e) Organizations in which personal information is made available.

Article 10 Individual Access

10.1 Individual Access – Upon written request, and assistance from the B-ON, an individual will be informed of the existence, use, and disclosure of his or her personal information and will be given access to that information.

10.2 Amendment – An individual will be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

10.3 Denial – An individual may be denied access to his or her personal information and provided a written explanation as to why 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 reasons, or
d) Is subject to solicitor-client or litigation privilege.

10.4 Contents of Refusal - If the B-ON determines that the disclosure of personal information should be refused, the B-ON must inform an individual the following:

a) The reasons for the refusal and the provisions of the *Act* on which the refusal is based;
b) The name, position title, business address and business telephone number of the Privacy Officer who can answer the applicant's questions; and
c) That the individual may ask for a review within thirty (30) days of being notified of the refusal.

10.5 Source – Upon request, the source of personal information will be disclosed along with an account of third parties to whom the information may have been disclosed.

10.6 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.

10.7 Response – Requested information will be disclosed within 30 days of receipt of the request at minimal expense for copying or no cost to the individual, unless there are reasonable grounds to extend the time limit. The requested information will be provided in a form that is generally understandable.

10.8 Costs - Costs may only be levied if an individual is informed in writing in advance of the approximate cost and has agreed to proceed with the request.

10.9 Inaccuracies – If personal information is inaccurate or incomplete, it will be amended as required and the amended information will be transmitted to third parties in due course.

10.10 Unresolved Complaints – An unresolved complaint from an individual in regards to the accuracy of personal information will be recorded and transmitted to third parties having access to the information in question.

Article 11 Challenging Compliance

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

11.2 Procedures – Upon receipt of a complaint the B-ON 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 B-ON 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 the B-ON.
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.

11.3 Appeal – An individual may appeal a decision of the B-ON in accordance with its appeal policy.

11.4 Whistle-blowing – The B-ON will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage all directors, officers, employees, committee members, members volunteers, coaches, contractors, and other decision-makers within the B-ON 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 B-ON 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*.