



# Biathlon Canada Privacy Policy

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\*\* For not-for-profit organizations in Alberta, the privacy of personal information is governed, federally, by the Personal Information Protection and Electronic Documents Act (PIPEDA) and, provincially, by the Personal Information Privacy Act (PIPA). This Policy is based on the standards required by PIPEDA and PIPA as interpreted by Biathlon Canada \*\*

## **Definitions**

1. The following terms have these meanings in this Policy:
  - a) **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
  - b) **Stakeholder** – Individuals employed by, or engaged in activities on behalf of, BiCan including: coaches, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of BiCan
  - c) **Participant** – All individuals employed by, or engaged in activities with, BiCan including, but not limited to, registered participants, athletes, coaches, officials, volunteers, managers, administrators, directors and officers of BiCan, spectators at events, and parents/guardians of athletes

## **Purpose**

2. Biathlon Canada (BiCan) recognizes Participants’ right to privacy with respect to their Personal Information. This Policy describes the way that BiCan collects, uses, safeguards, discloses, and disposes of Personal Information.

## **Application of this Policy**

3. This Policy applies to all Stakeholders and Participants.

## **Obligations**

4. BiCan is obligated to follow and abide by PIPEDA and PIPA in all matters involving the collection, use, and disclosure of Personal Information.
5. In addition to fulfilling the legal obligations required by PIPEDA and PIPA, BiCan Stakeholders 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 Participant
  - 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 BiCan
  - 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

### **Identifying Purposes**

6. BiCan Stakeholders may collect Personal Information from Participants and prospective Participants for purposes that include, but are not limited to:
  - a) Sending communications the form of e-news or a newsletter with content related to BiCan programs, events, and activities
  - b) Determining the level of coaching or officiating certification
  - c) Determining eligibility, age grouping, and appropriate level for competition placement
  - d) Determining registered participant demographics and program needs and trends
  - e) Managing insurance claims and insurance investigations

- f) Screening
  - g) Medical emergency
  - h) Athlete registration, uniform outfitting, and various components of athlete or team selection
  - i) The Public Registry referred to under the Canadian Safe Sport Program Rules (CSSP Rules)
7. BiCan Stakeholders may collect Personal Information from Participants and prospective Participants for other purposes, provided that documented consent specifying the use of the Personal Information is obtained from the Participants or prospective Participants.

#### **Consent**

8. By providing Personal Information to BiCan, Participants are implying their consent to the use of that Personal Information for the purposes identified in the Identifying Purposes section of this Policy.
9. At the time of the collection of Personal Information and prior to the use or disclosure of the Personal Information, BiCan will obtain consent from Participants by lawful means. BiCan may collect Personal Information without consent when it is reasonable to do so and permitted by law.
10. In determining whether to obtain written or implied consent, BiCan will take into account the sensitivity of the Personal Information, as well the Participants' reasonable expectations. Participants 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
11. BiCan will not, as a condition of providing a product or service, require Participants 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.
  12. A Participant may withdraw consent in writing, at any time, subject to legal or contractual restrictions. BiCan will inform the Participant of the implications of withdrawing consent.
  13. BiCan will not obtain consent from Participants 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.
  14. BiCan is not required to obtain consent for the collection of Personal Information, and may use Personal Information without the Participant's knowledge or consent, only if:
    - a. It is clearly in the Participant'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 Participant's life, health, or security
    - d. The information is publicly available as specified in PIPEDA and/or PIPA
  15. BiCan is also not required to obtain consent for the collection of Personal Information if the information is for journalistic, artistic, or literary purposes.
  16. BiCan may disclose Personal Information without the Participant's knowledge or consent only:
    - a. To a lawyer representing BiCan
    - b. To collect a debt that the Participant owes to BiCan

- 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 PIPA or a government institution, if BiCan believes the Personal Information concerns a breach of an agreement, contravenes a federal, provincial, or foreign law, or if BiCan 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 an Participant's life, health, or security (BiCan will inform the Participant 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 and/or PIPA
- k. If otherwise required by law

#### **Accuracy, Retention, and Openness**

- 17. In order to minimize the possibility that inappropriate Personal Information may be used to make a decision about a Participant, Personal Information will be accurate, complete, and as up-to-date as is necessary for the purposes for which it will be used.

18. Personal Information will be retained as long as reasonably necessary to enable participation in BiCan programs, events, and activities, and in order to maintain historical records as may be required by law or by governing organizations.
19. BiCan Stakeholders will be made aware of the importance of maintaining the confidentiality of Personal Information and are required to comply with BiCan's Confidentiality Policy.
20. 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.
21. Personal Information that has been used to make a decision about a Participant 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.
22. BiCan will make the following information available to Participants:
  - a) This Privacy Policy
  - b) Any additional documentation that further explains BiCan's Privacy Policy
  - c) The name or title, and the address, of the person who is accountable for BiCan's Privacy Policy
  - d) The means of gaining access to Personal Information held by BiCan
  - e) A description of the type of Personal Information held by BiCan, including a general account of its use
  - f) Identification of any third parties to which Personal Information is made available

### **Access**

23. Upon written request, and with assistance from BiCan after confirming the Participant's identity, Participants may be informed of the existence, use, and disclosure of their Personal Information and will be given access to that Personal Information. Participants



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.

24. Unless there are reasonable grounds to extend the time limit, requested Personal Information will be disclosed to the Participant, at no cost to the Participant, within thirty (30) days of receipt of the written request.
25. Participants 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
26. If BiCan refuses a request for Personal Information, it shall inform the Participant the reasons for the refusal and identify the associated provisions of PIPEDA and/or PIPA that support the refusal.

### **Compliance Challenges**

27. Participants are able to challenge BiCan for its compliance with this Policy.
28. Compliance challenges shall be addressed under BiCan's Discipline and Complaints Policy, with the person accountable for BiCan's Privacy Policy serving as the Respondent. BiCan must:
- a. Record the date that the challenge was received
  - b. Within seven (7) days of receiving the challenge, acknowledge receipt of the challenge and clarify the nature of the challenge by way of telephone conversation
  - c. Appoint a Case Manager; pursuant to BiCan's Discipline and Complaints Policy, who shall follow BiCan's Discipline and Complaints Policy in order to resolve the challenge

- d. Take any relevant steps to rectify the challenge, which may include amending BiCan's Privacy Policy and/or sanctioning certain BiCan Stakeholders (pursuant to the Sanctions section of BiCan's Discipline and Complaints Policy)
- 29. BiCan will not dismiss, suspend, demote, discipline, harass, or otherwise disadvantage any BiCan Participant or Stakeholder who:
  - a. Challenges BiCan for its compliance with this Policy
  - b. Refuses to contravene this Policy, PIPEDA, or PIPA
  - c. Takes precautions not to contravene this Policy, PIPEDA, or PIPA; even though said precautions may be in opposition to the regular duties performed by the Participant or Stakeholder

#### **Website Copyright and Legal Disclaimer**

- 30. This website is created and controlled by BiCan in the province of Alberta and as such, the laws of the province of Alberta will govern these disclaimers, terms, and conditions.
- 31. This website is a product of BiCan. The information on this website is provided as a resource to those interested in BiCan. BiCan 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 BiCan 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 BiCan. BiCan reserves the right to make changes to this website at any time without notice.
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