

PRIVACY POLICY

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, health conditions, social insurance number, financial data, or credit card numbers
 - b) “*Stakeholder*” – Individuals employed by, or engaged in activities on behalf of, CSCM including: staff members, contract personnel, volunteers, medical personnel, researchers, administrators, committee members, and directors and officers of CSCM

Purpose

2. Respecting the privacy and confidentiality of personal information is important to CSCM. This Privacy Policy explains how CSCM collects, uses, discloses, and protects the privacy and confidentiality of personal information.
3. For not-for-profit organizations in Manitoba, the privacy of personal information is legislated by the *Personal Information Protection and Electronic Documents Act* (PIPEDA). This Policy is based on the standards required by PIPEDA as interpreted by CSCM.

Application of this Policy

4. This Policy applies to all Stakeholders in connection with personal information that is collected, used, or disclosed during CSCM activity.
5. Except as provided in PIPEDA, CSCM staff will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

6. CSCM is obligated to follow and abide by PIPEDA in all matters involving the collection, use, and disclosure of Personal Information.
7. In addition to fulfilling the legal obligations required by PIPEDA, Stakeholders of CSCM will not:
 - a) Publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Personal Information without express written consent
 - 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 CSCM
- 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

Accountability

8. The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security, and ensuring that all Stakeholders receive 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:

Canadian Sport Centre Manitoba
138 Frank Kennedy Centre
University of Manitoba
Winnipeg, MB
R3T 2N2
Telephone: (204) 474-6604

9. 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 *Privacy Policy*
 - e) Train and communicate to staff information about CSCM's privacy policies and practices.

Identifying Purposes

10. CSCM may collect Personal Information for purposes that include, but are not limited to:

Communications

- a) Sending communications in the form of e-news or a newsletter with content related to CSCM programs, events, fundraising, activities, discipline, appeals, website changes, and other pertinent information
- b) Publishing articles, media relations and postings on the CSCM website and its social media networks (including without limitation Facebook, Twitter, YouTube and Instagram), printed and/or digital displays, and/or posters with prior consent through the Athlete Photo/Video Release Form (also refer to Social Media Use Policy section)
- c) Award nominations, biographies, and media relations
- d) To grant access to certain special features or areas of the CSCM website

- e) To make available certain services through the CSCM website

Registration, Database Entry and Monitoring

- f) Registration of programs, events, and activities

Sales, Promotions and Merchandising

- g) Purchasing equipment, resources, and other products
- h) Promotion and sale of merchandise

General

- i) Travel arrangement and administration
- j) Medical emergency, emergency contacts, or reports relating to medical or emergency issues
- k) Determination of membership demographics and program needs
- l) Managing insurance claims and insurance investigations
- m) Video recording and photography for personal use, and not commercial gain, by researchers, coaches, CSCM Stakeholders, or other persons so designated by CSCM
- n) Video recording and photography for promotional use, marketing, and advertising by CSCM on traditional media outlets, the CSCM Website and its social media networks (including without limitation Facebook, Twitter, YouTube and Instagram) with prior consent through the Athlete Photo/Video Release Form (also refer to Social Media Use Policy section)
- o) Payroll, honorariums, company insurance, and health plans

11. CSCM's Stakeholders may collect Personal Information for other purposes, provided that documented consent specifying the use of the Personal Information is obtained.

Consent

12. By providing Personal Information to CSCM, consent to the use of that Personal Information for the purposes identified in the **Identifying Purposes** section of this Policy is implied.
13. At the time of the collection of Personal Information and prior to the use or disclosure of the Personal Information, CSCM will obtain consent by lawful means. CSCM may collect Personal Information without consent when it is reasonable to do so and permitted by law.
14. In determining whether to obtain written or implied consent, CSCM will take into account the sensitivity of, and reasonable expectations for, that Personal Information. Consent to the collection and specified use of Personal Information may be provided 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
15. CSCM will not, as a condition of providing a product or service, require consent for the use, collection, or disclosure of Personal Information beyond what is required to fulfill the specified purpose of the product or service.
16. Consent may be withdrawn in writing, at any time, subject to legal or contractual restrictions and with reasonable notice. CSCM will explain the implications of withdrawing consent.
17. CSCM will not obtain consent from minors, the seriously ill, or the mentally incapacitated. Consent from these individuals will be obtained from a parent, legal guardian, or a person having power of attorney.
18. CSCM is not required to obtain consent for the collection of Personal Information, and may use Personal Information without knowledge or consent, only if:
- a) It is clearly in the consenting party'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 life, health, or security
 - d) The information is publicly available as specified in PIPEDA
19. CSCM is also not required to obtain consent for the collection of Personal Information if the information is for journalistic, artistic, or literary purposes.
20. CSCM may disclose Personal Information without the knowledge or consent only:
- a) To a lawyer representing CSCM
 - b) To collect a debt owed to CSCM
 - 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 a government institution, if CSCM believes the Personal Information concerns a breach of an agreement, contravenes a federal, provincial, or foreign law, or if CSCM 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 life, health, or security (CSCM will provide reasons for 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
- k) If otherwise required by law

Accuracy, Retention, and Openness

- 21. In order to minimize the possibility that inappropriate Personal Information may be used to make a decision, Personal Information will be accurate, complete, and as up-to-date as is necessary for the purposes for which it will be used.
- 22. Personal Information will be retained as long as reasonably necessary to enable participation in CSCM programs, events, and activities, and in order to maintain historical records as may be required by law or by governing organizations.
- 23. CSCM's Stakeholders will be made aware of the importance of maintaining the confidentiality of Personal Information.
- 24. 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.
- 25. Personal Information that has been used to make a decision 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.
- 26. CSCM will make the following information available:
 - a) This *Privacy Policy*
 - b) Any additional documentation that further explains CSCM's *Privacy Policy*
 - c) The name or title, and the address, of the person who is accountable for CSCM's *Privacy Policy*
 - d) The means of gaining access to Personal Information held by CSCM
 - e) A description of the type of Personal Information held by CSCM, including a general account of its use
 - f) Identification of any third parties to which Personal Information is made available

Access

- 27. Upon written request, and with assistance from CSCM after confirming the individual's identity, individuals may be informed of the existence, use, and disclosure of their Personal Information and will be given access

to that Personal Information. Individuals 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.

28. Unless there are reasonable grounds to extend the time limit, requested Personal Information will be disclosed, at no cost, within thirty (30) days of receipt of the written request.
29. Requests to access Personal Information may be denied if the information:
- Is prohibitively costly to provide
 - Contains references to other individuals
 - Cannot be disclosed for legal, security, or commercial proprietary purposes
 - Is subject to solicitor-client privilege or litigation privilege
30. If CSCM refuses a request for Personal Information, it shall explain the reasons for the refusal and identify the associated provisions of PIPEDA that support the refusal.

Compliance Challenges

31. CSCM may be challenged for its compliance with this Policy.
32. Upon receipt of a compliance challenge or complaint, CSCM will:
- Record the date the complaint is received
 - Notify the Privacy Officer who will serve in a neutral and unbiased capacity to resolve the complaint
 - 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
 - Appoint an investigator using CSCM's 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
 - Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to CSCM
 - Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures
33. CSCM will not dismiss, suspend, demote, discipline, harass, or otherwise disadvantage any person who:
- Challenges CSCM for its compliance with this Policy
 - Refuses to contravene this Policy or PIPEDA
 - Takes precautions not to contravene this Policy or PIPEDA; even though said precautions may be in opposition to the individual's regular duties

Website Copyright and Legal Disclaimer

34. This website is created and controlled by the Canadian Sport Centre Manitoba in the province of Manitoba and as such, the laws of the province of Manitoba will govern these disclaimers, terms, and conditions.
35. This website is a product of the Canadian Sport Centre Manitoba. The information on this website is provided as a resource to those interested in the Canadian Sport Centre Manitoba. The Canadian Sport Centre Manitoba 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 Canadian Sport Centre Manitoba is not responsible or liable for any claim, loss, or damage arising from the use of this information. Personal Information you provide on this website will be governed by the Canadian Sport Centre Manitoba's *Privacy Policy*. Reference to specific products, processes, or services does not constitute or imply recommendation or endorsement by the Canadian Sport Centre Manitoba. The Canadian Sport Centre Manitoba reserves the right to make changes to this website or to its *Privacy Policy* at any time without notice.
36. Links made available through this website may allow you to leave the Canadian Sport Centre Manitoba website. Please be aware that the Internet sites available through these links are not under the control of the Canadian Sport Centre Manitoba. Therefore, the Canadian Sport Centre Manitoba does not make any representation to you about these sites or the materials available there. The Canadian Sport Centre Manitoba is providing these links only as a convenience to you, and in no way guarantees these links or the material available there. The Canadian Sport Centre Manitoba is not responsible for privacy practices employed by other companies or websites.

CONFIDENTIALITY POLICY

Purpose

1. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to CSCM.

Application of this Policy

2. This Policy applies to all CSCM member representatives, and individuals employed by, or engaged in activities on behalf of, CSCM including: staff members, contract personnel, volunteers, medical personnel, researchers, administrators, committee members, and directors and officers of CSCM (hereinafter "CSCM Representatives").

Confidential Information

3. The term "Confidential Information" includes, but is not limited to, the following:
 - a) Personal information of CSCM Representatives including:

- i. Home address
 - ii. Email address
 - iii. Personal phone numbers
 - iv. Date of birth
 - v. Financial information
 - vi. Medical history
 - vii. Police Vulnerable Sector Checks
 - b) CSCM intellectual property, proprietary information, and business related to CSCM programs, fundraisers, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative and training materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, registration lists, software, financial information, and information that is not generally or publicly known or distributed.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or posted publicly.
 5. CSCM Representatives voluntarily publishing or consenting to the publication of basic personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that personal information for as long as it is available publicly.

Responsibilities

6. CSCM Representatives will not, either during the period of their involvement/employment with CSCM or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. CSCM Representatives will not publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Confidential Information without the express written consent of CSCM.
8. CSCM Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of CSCM.
9. All files and written materials relating to Confidential Information will remain the property of CSCM and, upon termination of involvement/employment with CSCM or upon request of CSCM, CSCM Representative will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

Intellectual Property

10. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with

CSCM will be owned solely by CSCM, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. CSCM may grant permission for others to use its intellectual property.

Enforcement

11. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, or sanctions pursuant to CSCM's *Discipline and Complaints Policy*.

SOCIAL MEDIA USE POLICY

Definitions

1. The following terms have these meanings in this Policy:
 - a) “*Social media*” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, and Twitter
 - b) “*CSCM-branded social media*” – Official social media engagement by CSCM including CSCM's Facebook page(s), Twitter feed, photo sharing accounts, YouTube channels, blogs, message boards, or other social media engagement; both those that exist currently and those that will be created by CSCM in the future
 - c) “*Representative*” – All individuals employed by, or engaged in activities on behalf of, CSCM. Representatives include, but are not limited to, staff members, contract personnel, volunteers, medical personnel, researchers, administrators, committee members, and directors and officers of CSCM

Purpose

12. CSCM encourages the use of social media by its Representatives to enhance effective internal communication, build the CSCM brand, and interact with members and clients. Since there is so much ambiguity in the use of social media, CSCM has created this policy to inform boundaries and standards for Representatives' social media use.

Application of this Policy

13. This Policy applies to all Representatives.

Representatives' Responsibilities

14. In their capacity as CSCM representatives, CSCM Representatives will not:
 - a) Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, CSCM's *Code of Conduct and Ethics*, or any other applicable jurisdiction
 - b) Impersonate any other person or misrepresent their identity, role, or position with CSCM

- c) Display preference or favouritism with regard to athletes, coaches, or other individuals associated with CSCM
 - d) Upload, post, email, or otherwise transmit:
 - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive or another person's privacy, or otherwise objectionable
 - ii. Any material which is designed to cause annoyance, inconvenience, or needless anxiety to others
 - iii. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party
 - iv. Any material that is considered CSCM's confidential information or intellectual property, per CSCM's *Confidentiality Policy*
15. Representatives shall refrain from discussing matters related to CSCM or its operations on Representatives' personal social media. Instead, matters related to CSCM or its operations should be handled through more official communication channels (like email) or through CSCM-branded social media.
16. Representatives shall use their best judgment to respond to controversial or negative content posted by other people on CSCM-branded social media. In some cases, deletion of the material may be the most prudent action. In other cases, responding publicly may be preferred. If a Representative questions the correct action to take, the Representative shall consult with another Representative who has more decision-making authority at CSCM.
17. Representatives shall use a clear and appropriate writing style.
18. Representatives must use their best judgement when using their personal social media to interact with athletes, parents/guardians of athletes, coaches, and other individuals affiliated with CSCM. CSCM does not prescribe social media rules for Representatives' personal social media use but instead trusts and encourages Representatives to develop their own personal social media strategy (informed by CSCM's *Code of Conduct and Ethics*) for communication.
19. Representatives who create external websites, Facebook pages, or other social media related to their CSCM activities must abide by the following conditions:
- a) Must follow **Section 4** of this Policy when posting material
 - b) Must obtain consent (per CSCM's *Privacy Policy*) before posting personal information (as defined in CSCM's *Privacy Policy*) or pictures of athletes or other individuals
 - c) Must contain a hyperlink to the CSCM website

CSCM Responsibilities

20. CSCM will:

- a) Ensure that Representatives only use CSCM-branded social media in a positive manner when connecting with others
- b) Properly vet and understand each social medium before directing Representatives to engage with, or create, CSCM-branded social media
- c) Monitor Representatives' use of CSCM-branded social media

Enforcement

21. Failure to adhere to this Policy may permit discipline in accordance with CSCM's *Discipline and Complaints Policy*, legal recourse, or termination of the employment/volunteer position.