

NORDIQ CANADA CONFIDENTIALITY POLICY

Definitions

1. Terms in this Policy are defined as follows:
 - a) **Athlete** – An individual who is an Athlete Participant in Nordiq Canada who is subject to the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (“UCCMS”) and the policies of Nordiq Canada
 - b) **Confidential Information** – Personal information of Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, and background check information. Additionally, *Confidential Information* also includes information considered to be intellectual property of Nordiq Canada such as data, proprietary information, business information, and trade secrets
 - c) **Participants** – Refers to all categories of individual members and/or registrants defined in the By-laws of Nordiq Canada who are subject to the UCCMS and the policies of Nordiq Canada, as well as all people employed by, contracted by, or engaged in activities with, Nordiq Canada including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
 - d) **Representative** – All individuals employed by, or engaged in activities on behalf of, Nordiq Canada. Representatives include, but are not limited to, staff, administrators, Directors and Officers of Nordiq Canada, committee members, and volunteers

Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to Nordiq Canada.

Scope and Application

3. This policy applies to all Representatives of Nordiq Canada.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
5. Participants voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.

Responsibilities

6. Representatives will not, either during the period of their involvement/employment with Nordiq Canada or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of Nordiq Canada.
8. All documents and written materials relating to Confidential Information will remain the property of Nordiq Canada and, upon cessation of involvement/employment with Nordiq Canada, for any reason, or upon request of Nordiq Canada, Representatives will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

Intellectual Property

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

Enforcement

10. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the *Discipline and Complaints Policy*.