

## NORDIQ CANADA PRIVACY POLICY

### General

1. Background – Privacy of personal information is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that Nordiq Canada collects, uses, safeguards, discloses and disposes of personal information, and states Nordiq Canada's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and Nordiq Canada's interpretation of these responsibilities.
2. Alberta – Alberta has provincial legislation similar to PIPEDA that applies first, before PIPEDA is applied. However, PIPEDA will still apply if any Personal Information crosses provincial borders. In Alberta, the Personal Information Protection Act (PIPA) applies before PIPEDA.
3. 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 recognizes the right to privacy of individuals with respect to their personal information and the need of Nordiq Canada to collect, use or disclose personal information.
4. Definitions – Terms in this Policy are defined as follows:
  - a) **Commercial Activity** – Any particular transaction, act or conduct that is of a commercial character.
  - b) **IP Address** – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
  - c) **Personal Information** – Any information about an individual that relates to the person's personal characteristics including, but not limited to: gender identity, age, income, home address, private email address, phone number, ethnic background, family status, health history, and health conditions.
  - 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.

### Application of this Policy

5. Application – This Policy applies to Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to Nordiq Canada.
6. Ruling on Policy – Except as provided in PIPEDA and PIPA, the Chief Executive Officer (CEO) of Nordiq Canada will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

### Obligations

7. Statutory Obligations – Nordiq Canada is governed by PIPEDA and PIPA in matters involving the collection, use and disclosure of personal information.
8. Additional Obligations – In addition to fulfilling all requirements of PIPEDA and PIPA, Nordiq Canada and its Representatives will also fulfill the additional requirements of this Policy. Representatives of Nordiq Canada 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 Nordiq Canada; or
- 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**

9. Privacy Officer – The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and for 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:

**Chief Operating Officer**  
**C/o info@nordiqcanada.ca**

10. 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 Nordiq Canada’s privacy policies and practices.

11. Employees – Nordiq Canada shall be responsible to ensure that the employees, contractors, agents, or otherwise of Nordiq Canada are compliant with PIPEDA, PIPA and this Policy.

### **Identifying Purposes**

12. Purpose – Personal information may be collected from Representatives and prospective Representatives for purposes that include, but are not limited to, the following:

- a) Receiving communications from Nordiq Canada related to e-news, emails, bulletins, donation requests, invoices, notifications, merchandise sales, newsletters, programs, events and activities;
- b) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications;
- c) Coach selection;
- d) Database entry to determine level of officiating certification and qualifications;
- e) Determination of eligibility, age group and appropriate level of competition;
- f) Implementation of the *Screening Policy*;
- g) Promotion and sale of merchandise;
- h) Medical emergency;
- i) Athlete registration, outfitting uniforms, monitoring eligibility, arranging travel and various components of athlete and team selection;
- j) Registration with Nordiq Canada or at competitions;
- k) Implementation of anti-doping policies and drug testing;
- l) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion;
- m) Purchasing equipment, manuals, resources and other products;
- n) Publishing articles, media relations and posting on Nordiq Canada’s website, displays or posters;
- o) Determination of membership demographics and program wants and needs;
- p) Managing payroll, health benefits, insurance claims and insurance investigations; and

- q) Posting images, likeness or other identifiable attributes to promote Nordiq Canada on its website, displays or posters.

13. Purposes not Identified – Nordiq Canada shall seek consent from individuals when personal information is used for Commercial Activity not previously identified. This consent will be documented as to when and how it was received.

#### **Consent**

14. Consent – Nordiq Canada shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. Nordiq Canada may collect personal information without consent where reasonable to do so and where permitted by law.

15. Implied Consent – By providing personal information to Nordiq Canada, individuals are consenting to the use of the information for the purposes identified in this policy.

16. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. Nordiq Canada will inform the individual of the implications of such withdrawal.

17. Legal Guardians – Consent shall not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.

18. Exceptions for Collection – Nordiq Canada 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 PIPEDA or PIPA.

19. Exceptions for Use – Nordiq Canada may use personal information without the individual's knowledge or consent only:

- a) If Nordiq Canada 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 PIPEDA or PIPA;
- 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.

20. Exceptions for Disclosure – Nordiq Canada may disclose personal information without the individual's knowledge or consent only:

- a) To a lawyer representing Nordiq Canada;
- b) To collect a debt the individual owes to Nordiq Canada;

- 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 PIPEDA or PIPA or a government institution on Nordiq Canada's initiative when Nordiq Canada 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 (Nordiq Canada 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 required by law.

#### **Limiting Collection, Use, Disclosure and Retention**

- 21. Limiting Collection, Use and Disclosure – Nordiq Canada shall not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.
- 22. Retention Periods – Personal information shall be retained as long as reasonably necessary to enable participation in Nordiq Canada, to maintain accurate historical records and or as may be required by law.
- 23. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

#### **Safeguards**

- 24. Safeguards – Personal information shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

#### **Breaches**

- 25. Breaches – Nordiq Canada is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, personal information to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a “real risk of significant harm” to an individual. A “real risk of significant harm” is defined as: *“Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property”*.
- 26. Reporting – Nordiq Canada will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.
- 27. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, Nordiq Canada will keep records of the breach and inform affected individuals.

### **Individual Access**

28. Access – Upon written request, and with assistance from Nordiq Canada, an individual may be informed of the existence, use and disclosure of their personal information and shall be given access to that information. Further, 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.
29. Response – Requested information shall 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.
30. Denial – An individual 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; or
  - d) Is subject to solicitor-client privilege or litigation privilege.
31. Reasons – Upon refusal, Nordiq Canada shall inform the individual the reasons for the refusal and the associated provisions of PIPEDA or PIPA.
32. Identity – Sufficient information shall be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

### **Challenging Compliance**

33. Challenges – An individual shall be able to challenge compliance with this Policy and the Act to the designated individual accountable for compliance.
34. Procedures – Upon receipt of a complaint Nordiq Canada shall:
- 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 staff or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant 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 Nordiq Canada; and
  - f) Notify the complainant to 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.
35. Whistleblowing – Nordiq Canada shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within Nordiq Canada 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 Nordiq Canada 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.

**IP Address**

36. IP Address – Nordiq Canada does not collect, use or disclose personal information such as an IP Address.

**Applicable Law**

37. Applicable Law – Nordiq Canada website is created and controlled by Nordiq Canada in the province of Alberta. As such, the laws of the province of Alberta shall govern these disclaimers, terms and conditions.

## Appendix A – Consent

Nordiq Canada will include the following paragraph (or a variation) whenever Personal Information is being collected:

1. I authorize Nordiq Canada to collect and use personal information about me for the purposes described in Nordiq Canada's *Privacy Policy*.
2. I understand that I may withdraw such consent at any time by contacting Nordiq Canada's Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

## Appendix B – Website Disclaimer

Nordiq Canada will include the copyright and legal disclaimer (or a variation) in the applicable section on its website:

Website – The website is a product of Nordiq Canada. The information on the website is provided as a resource to those interested in Nordiq Canada. Nordiq Canada 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 Nordiq Canada 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 Nordiq Canada. Nordiq Canada also reserves the right to make changes at any time without notice.

Outside Links – Links made available through the website may allow you to leave Nordiq Canada site. Please be aware that the internet sites available through these links are not under the control of Nordiq Canada. Therefore, Nordiq Canada does not make any representation to you about these sites or the materials available there. Nordiq Canada is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. Nordiq Canada is not responsible for privacy practices employed by other companies or websites.