

PRIVACY POLICY

General

1. **Purpose** – Skimo Canada must comply with the requirements of the provincial Personal Information Protection Act (“PIPA”) and (when Personal Information crosses provincial borders) the federal *Personal Information Protection and Electronics Documents Act* (“PIPEDA”) in matters involving the collection, use and disclosure of personal information during any commercial activity related to Skimo Canada. This policy is based on the standards required by PIPEDA and Skimo Canada’s interpretation of these responsibilities.
2. **Definitions** – The following terms have these meanings in this Policy:
 - a) **Acts** – *Personal Information Protection Act* (“PIPA”) and the *Personal Information Protection and Electronics Documents Act* (“PIPEDA”)
 - b) **Commercial Activity** – Any particular transaction, act or conduct that is of a commercial character.
 - c) **IP Address** – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
 - d) **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 or phone number, ethnic background, family status, health history, and health conditions
 - e) **Representatives** – Members, directors, officers, committee members, employees, coaches, officials, managers, trainers, volunteers, administrators, contractors and participants in Skimo Canada’s events and activities

Application of this Policy

3. **Application** – This Policy applies to Representatives in connection with personal information that is collected, used, or disclosed during any commercial activity related to Skimo Canada.
4. **Ruling on Policy** – Except as provided in the Acts, the Board of Directors of Skimo Canada will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

5. **Statutory Obligations** – Skimo Canada is governed by Acts in matters involving the collection, use and disclosure of personal information.
6. **Additional Obligations** – In addition to fulfilling all requirements of the Acts, Skimo Canada and its Representatives will also fulfill the additional requirements of this Policy. Representatives of Skimo 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 Skimo 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

7. **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:

8. 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 Skimo Canada’s privacy policies and practices.
9. Employees – Skimo Canada shall be responsible to ensure that the employees, contractors, agents, or otherwise of Skimo Canada are compliant with the Acts and this Policy.

Identifying Purposes

10. Purpose – Personal information may be collected for Commercial Activity that includes, but is not limited to, the following:

General:

- a) Travel arrangement and administration;
- b) Determination of membership demographics and programming needs;
- c) Video recording and photography for promotional use, marketing and advertising by Skimo Canada;

Communications:

- d) Sending communications in the form of e-news or a newsletter with content related to Skimo Canada’s programs, events, fundraising, activities, discipline, appeals, and other pertinent information;
- e) Publishing articles, media relations and postings on Skimo Canada’s website, displays or posters;
- f) Award nominations, biographies, and media relations;
- g) Posting images, likenesses or other identifiable attributes to promote Skimo Canada;

Registration, Database Entry and Monitoring:

- h) Registration of programs, events and activities;
- i) Athlete registration, outfitting uniforms, and various components of athlete and team selection;
- j) Technical monitoring, officials training, educational purposes, sport promotion, and media publications;
- k) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion;

Sales, Promotions and Merchandising:

- l) Purchasing equipment, coaching manuals, resources and other products;
- m) Promotion and sale of merchandise;

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

Consent

12. Consent – Skimo Canada shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. Skimo Canada may collect personal information without consent where reasonable to do so and where permitted by law.
13. Implied Consent – By providing personal information to Skimo Canada, individuals are consenting to the use of the information for the purposes identified in this policy.

14. 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. Skimo Canada will inform the individual of the implications of such withdrawal.
15. 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.
16. Exceptions for Collection – Skimo 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/territorial law;
 - c) The information is for journalistic, artistic, or literary purposes; or
 - d) The information is publicly available as specified in the Acts.
17. Exceptions for Use – Skimo Canada may use personal information without the individual's knowledge or consent only:
 - a) If Skimo Canada has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial/territorial, 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 the Acts;
 - 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 territorial law.
18. Exceptions for Disclosure – Skimo Canada may disclose personal information without the individual's knowledge or consent only:
 - a) To a lawyer representing Skimo Canada;
 - b) To collect a debt the individual owes to Skimo 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, territorial, 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 territorial law;
 - e) To an investigative body named in the Acts or government institution on Skimo Canada's initiative when Skimo Canada believes the information concerns a breach of an agreement, or a contravention of a federal, provincial/territorial, 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 territorial law;
 - g) In an emergency threatening an individual's life, health, or security (Skimo 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

19. Limiting Collection, Use and Disclosure – Skimo 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.
20. Retention Periods – Personal information shall be retained as long as reasonably necessary to enable participation in Skimo Canada, to maintain accurate historical records and or as may be required by law. See the Records Retention Schedule - Schedule A)
21. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety in accordance with Schedule A

Safeguards

22. 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

23. Breaches – Skimo 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”*.
24. Reporting – Skimo 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.
25. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, Skimo Canada will keep records of the breach and inform affected individuals.

Individual Access

26. Access – Upon written request, and with assistance from Skimo Canada, an individual may be informed of the existence, use and disclosure of his or her 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.
27. 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.
28. Denial – An individual may be denied access to his or her 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.
29. Reasons – Upon refusal, Skimo Canada shall inform the individual the reasons for the refusal and the associated provisions of the Acts.
30. 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

31. Challenges – An individual shall be able to challenge compliance with this Policy and the Acts to the designated individual accountable for compliance.
32. Procedures – Upon receipt of a complaint Skimo 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 Skimo Canada's personnel 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 Skimo 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.
33. Whistleblowing – Skimo Canada shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, trainer, contractor, and other decision-maker within Skimo 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 Skimo Canada has contravened or is about to contravene the Acts;
 - 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 Acts; or
 - c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the Acts.

IP Address

34. IP Address – Skimo Canada does not collect, use, or disclose IP Addresses except as is strictly necessary for the conduct of administrative functions of Skimo Canada.

Applicable Law

35. Applicable Law – Skimo Canada website is created and controlled by Skimo Canada in British Columbia. As such, the laws of British Columbia shall govern these disclaimers, terms, and conditions.

RECORDS RETENTION SCHEDULE A

Purpose

1. The purpose of this schedule is to supplement the SMCC Privacy Policy and describe which records and documents must be maintained by the Organization and for what length of time.

Scope and Application

2. Organizations are required, by law, to keep certain documents and records. Other records should be kept by a prudent organization even if there is no legal requirement. Records must be kept for a different length of time depending on the legislation.
3. This policy lists the documents that must be kept under applicable legislation. Even if the Organization is not yet incorporated, it should still keep the records described below as a best practice.

Storage

4. Records should be stored at the Organization's registered office or at a location the Directors determine.

Documents and Records (Incorporation)

5. The following documents and records must be kept as a requirement of the *Federal Corporations Act*:

RECORD	REQUIRED BY
Articles, By-laws, and any amendments	Federal Corporations Act
Minutes from any meeting of Members or any committee of Members	Federal Corporations Act
Resolutions from the Members and any committee of Members	Federal Corporations Act
Minutes from any meeting of Directors or any committee of Directors	Federal Corporations Act
Resolutions from the Directors and any committee of Directors	Federal Corporations Act
Consent by a Director to act as a Director	Federal Corporations Act
Register of Directors	Federal Corporations Act
Register of Officers	Federal Corporations Act
Register of Members	Federal Corporations Act
Accounting records adequate to enable the Directors to ascertain the financial position of the organization with reasonable accuracy on a quarterly basis	Federal Corporations Act

6. The *Federal Corporations Act* is not specific about the length of time records must be kept for anything except for accounting records (which must be retained for seven years). However, organizations should want to retain all important records indefinitely.
7. **Access by Directors.** Records kept under the OCA can be accessed at all times by Directors during the regular operating hours of the organization. Each club must also provide records to its Directors free of charge.
8. **Access by Members.** Members are entitled to free copies of the by-laws. Members may also request access to the register of Members in certain circumstances and by obtaining a statutory declaration and pledging to use Members' names and addresses only for specific purposes. The club will obtain legal or expert advice if it receives a request by a Member to access the register of Members.

9. Records that include personal information of Members (such as the details kept in the register of Members) are subject to the Personal Information and Protection and Electronic Documents Act (PIPEDA).

Documents and Records (Canada Revenue Agency)

10. The following documents and records must be kept as a requirement of the Canada Revenue Agency:

RECORD	REQUIRED BY
Cheques – cancelled	Canada Revenue Agency
Cheque stubs	Canada Revenue Agency
Bank statements	Canada Revenue Agency
Invoices (internal)	Canada Revenue Agency
Bills (accounts payable)	Canada Revenue Agency
Bank reconciliations	Canada Revenue Agency
Deposits	Canada Revenue Agency
Deposit books	Canada Revenue Agency
Annual financial statements	Canada Revenue Agency
Monthly financial statements	Canada Revenue Agency
Local financial statements	Canada Revenue Agency
RRSP information	Canada Revenue Agency
Payroll records and invoices	Canada Revenue Agency
Investment statements	Canada Revenue Agency
Tax receipt copies	Canada Revenue Agency
General ledger	Canada Revenue Agency (indefinite)
Records of endowment donations	Canada Revenue Agency (indefinite)
Documents around long-term acquisitions	Canada Revenue Agency (indefinite)
Liability insurance policies	Canada Revenue Agency (indefinite)

11. Unless noted, the records described above must be kept for a minimum of six full years from the end of the fiscal year for which they relate.

Documents and Records (Other)

12. When applicable, the following documents and records must also be kept:

RECORD	REQUIRED BY	LENGTH
Employee record including: name, address, date of birth (if under 18), starting date of	Employment Standards Act	Duration of employment

employment, and hours worked each day and week		
Employee agreements indicating overtime work, vacation time and pay, and leave requirements	Employment Standards Act	Duration of employment
Conflict of Interest Declaration Forms	Applicable policies	Duration of employment/service
Complaint and appeal decisions	Applicable policies	Indefinitely
Screening Disclosure Forms	Applicable policies	Three year
Screening Renewal Forms	Applicable policies	One year
Police Records Checks	Applicable policies	Three years
Vulnerable Sector Checks	Applicable policies	Indefinitely
Volunteer Agreements	Applicable policies	Duration of service
Registration forms	Applicable policies	One year
Waivers	Applicable policies	One year
Assumption of Risk forms	Applicable policies	One year
Travel Consent forms	Applicable policies	One year