



PACIFICSPORT FRASER VALLEY (“PSFV”) PRIVACY POLICY

Reviewed and Approved by PSFV Board – [September 2023]

Policy Statement

1. PSFV is committed to providing Clients and Stakeholders with exceptional service. Where providing this service involves the collection, use and disclosure of some personal information about Clients and Stakeholders, protecting their personal information is one of PSFV’s highest priorities.
2. While PSFV has always respected the privacy of Stakeholders and Clients and safeguarded their personal information, PSFV has strengthened its commitment to protecting personal information as a result of British Columbia’s *Personal Information Protection Act* (PIPA or the “Act”). PIPA sets out the ground rules for how B.C. businesses organizations may collect, use, and disclose personal information.
3. PSFV will inform Clients and Stakeholders of why and how PSFV collects, uses, and discloses their personal information, obtain their consent where required, and only handle their personal information in a manner that a reasonable person would consider appropriate in the circumstances.
4. This *Privacy Policy*, in compliance with PIPA, outlines the principles and practices PSFV will follow in protecting members’ personal information. PSFV’s privacy commitment includes ensuring the accuracy, confidentiality, and security of Clients’ and Stakeholders’ personal information and allowing Clients and Stakeholders to request access to, and correction of, their personal information.

Scope of this Policy

5. This *Privacy Policy* applies to PSFV and its Clients and Stakeholders. This Policy also applies to any service providers collecting, using, or disclosing personal information on behalf of PSFV.

Definitions

6. Terms in this Policy are defined as follows:
 - a) **Clients** - Users of PSFV services, including on-site services, such as athletes, coaches, medical staff, and other personnel connected to a team or athlete.
 - b) **Contact information** – means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number. Contact information is not covered by this policy or PIPA.
 - c) **Personal Information** – means information about an identifiable *individual*. Personal information does not include Contact Information.
 - d) **Privacy Officer** – means the individual designated responsibility for ensuring that PSFV complies with this Policy and PIPA.
 - e) **Stakeholders** – Directors, Volunteers, and Staff.

Collecting Personal Information





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7. Unless the purposes for collecting personal information are obvious and the Client or Stakeholder voluntarily provides their personal information for those purposes, we will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.
 8. We will only collect information from Clients and Stakeholders that is necessary to fulfill the following purposes:
 - a) To verify identity
 - b) To establish pertinent baseline performance data to assist coaching decisions in a provincial team competitive or training setting
 - c) To report non-identifying, demographic and participation statistics to funders, sponsors and other authorized third parties
 - d) To make direct contact with registrants, volunteers, and staff as necessary for the operation of PSFV

Consent

9. PSFV will obtain consent from Clients and Stakeholders to collect, use or disclose personal information (except where, as noted below, PSFV is authorized to do so without consent).
10. Consent can be provided electronically, or it can be implied where the purpose for collecting using or disclosing the personal information would be considered obvious and the Client or Stakeholder voluntarily provides personal information for that purpose.
11. Consent may also be implied where a Client or Stakeholder is given notice and a reasonable opportunity to opt-out of their personal information being used for communications and the Client or Stakeholder does not opt-out.
12. Subject to certain exceptions (e.g., the personal information is necessary to provide the registration or the withdrawal of consent would frustrate the performance of a legal obligation), Clients and Stakeholders can withhold or withdraw their consent for PSFV to use their personal information in certain ways. A Client's or Stakeholder's decision to withhold or withdraw their consent to certain uses of personal information may restrict PSFV's ability to provide a particular service. If so, PSFV will explain the situation to assist the Client or Stakeholder in making the decision.
13. PSFV may collect, use or disclose personal information without the consent of the Client or Stakeholder in the following limited circumstances or as laid out in Sections 12, 15 and 18 of the Act:
 - a) When the collection, use or disclosure of personal information is permitted or required by law,
 - b) In an emergency that threatens an individual's life, health, or personal security,
 - c) When the personal information is available from a public source (e.g., a telephone directory),
 - d) When PSFV requires legal advice from a lawyer,
 - e) For the purposes of collecting a debt,
 - f) To protect ourselves from fraud,
 - g) To investigate an anticipated breach of an agreement or a contravention of law
14. PSFV may use or disclose personal information where personal information collected from or on





behalf of another organization without the consent of the individual to whom the information relates, if

- a) the individual consented to the use of the personal information by the other organization, and
- b) the personal information is used by PSFV solely for the purposes for which the information was previously collected, and
- c) to assist that organization to carry out work on behalf of the other organization.

Using and Disclosing Personal Information

15. PSFV will only use or disclose personal information where necessary to fulfill the purposes identified at the of collection or within this Policy.
16. PSFV will not use or disclose personal information for any additional purpose unless PSFV obtains consent to do so.
17. PSFV will not sell Client lists or personal information to other parties unless PSFV has consent to do so.

Retaining Personal Information

18. If PSFV uses member personal information to make a decision that directly affects the member, PSFV will retain that personal information for at least one year so that the member has a reasonable opportunity to request access to it.
19. PSFV will retain personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.

Ensuring Accuracy of Personal Information

20. PSFV will make reasonable efforts to ensure that member personal information is accurate and complete where it may be used to make a decision about the Client or Stakeholder or disclosed to another organization.
21. Clients or Stakeholders may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought. A request to correct personal information should be forwarded to the Privacy Officer or Provincial Registrar.
22. If the personal information is demonstrated to be inaccurate or incomplete, PSFV will correct the information as required and send the corrected information to any organization to which PSFV disclosed the personal information in the previous year. If the correction is not made, PSFV will note the correction request in the file.

Securing Personal Information

23. PSFV is committed to ensuring the security of personal information in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
24. The following security measures will be followed to ensure that personal information is





appropriately protected:

- a) physically securing offices where personal information is held,
- b) the use of user IDs, passwords, encryption, firewalls; restricting employee access to personal information as appropriate

25. PSFV will use appropriate security measures when destroying member's personal information such as shredding documents and deleting electronically stored information.

26. PSFV will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

Providing Access to Personal Information

27. Clients and Stakeholders have a right to access their personal information, subject to limited exceptions.

28. A request to access personal information must be made in writing and provide sufficient detail to identify the personal information being sought.

29. Upon request, PSFV will also tell members how PSFV uses their personal information and to whom it has been disclosed if applicable.

30. PSFV will make the requested information available within 30 business days or provide written notice of an extension where additional time is required to fulfill the request.

31. If a request is refused in full or in part, PSFV will notify the Client or Stakeholder in writing, providing the reasons for refusal and the recourse available to the Client or Stakeholder.

Questions and Complaints: The Role of the Privacy Officer or designated individual

32. The Privacy Officer **or designated individual** is responsible for ensuring PSFV's compliance with this policy and the *Personal Information Protection Act*.

33. Clients and Stakeholders should direct any complaints, concerns or questions regarding PSFV's compliance in writing to the Privacy Officer. If the Privacy Officer is unable to resolve the concern, the Client or Stakeholder may also write to the Information and Privacy Commissioner of British Columbia.

34. Contact information for PSFV's Privacy Officer or designated individual:

Stephanie Rudnisky
Executive Director
srudnisky@pacificsport.com





Appendix A – Consent

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

1. I authorize PSFV to collect and use personal information about me for the purposes described in the *Privacy Policy*.
2. In addition to the purposes described in the *Privacy Policy*, I authorize PSFV to:
 - a) Distribute my information to PSFV and _____ (*insert the name of the club or other organizations*)
 - b) Photograph and/or record my image and/or voice and use this material to promote the sport through social media and traditional media such as newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes
 - c) (*insert other specific purposes*)
3. I understand that I may withdraw such consent at any time by contacting the Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

Appendix B – Website Disclaimer

PSFV will include the following copyright and legal disclaimer (or similar statements) in the applicable section on its website:

Website – This website is a product of PSFV. The information on the website is provided as a resource to those interested in PSFV. PSFV 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 PSFV 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 PSFV. PSFV 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 the website. Please be aware that the internet sites available through these links are not under the control of PSFV. Therefore, PSFV does not make any representation to you about these sites or the materials available there. PSFV is providing these links only as a convenience to you, and in no way guarantees these links and the material available there. PSFV is not responsible for privacy practices employed by other companies or websites

