



PRIVACY POLICY

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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 Wrestling Canada Lutte ("WCL") collects, uses, safeguards, discloses and disposes of personal information, and states WCL's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and WCL's interpretation of these responsibilities.
2. 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 WCL to collect, use or disclose personal information.
3. Definitions – The following terms have these meanings in this Policy:

"Act" – *Personal Information Protection and Electronics Documents Act* ("PIPEDA").

"Commercial Activity" – Any particular transaction, act or conduct that is of a commercial character.

"IP Address" – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.

"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.

"Representatives" – Directors, officers, committee members, employees, coaches, managers, contractors and other individuals who are representing WCL.

APPLICATION OF THIS POLICY

4. Application – This Policy applies to Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to WCL.
5. Ruling on Policy – Except as provided in the *Act*, the Board of Directors of WCL will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.
6. Internal Complaints – Any violation of this Policy that may be "Prohibited Behaviour" or "Maltreatment" (defined in the UCCMS) when the Respondent is a Registered Participant who is a UCCMS Participant (as designated by WCL), will be handled pursuant to the policies and procedures of the Office of the Sport Integrity Commissioner ("OSIC"), subject to the rights of WCL as set out in the *Code of Conduct and Ethics*.

OBLIGATIONS

7. Statutory Obligations – WCL is governed by the *Act* in matters involving the collection, use and disclosure of personal information.
8. Additional Obligations – In addition to fulfilling all requirements of the *Act*, WCL and its Representatives will also fulfill the additional requirements of this Policy. Representatives of WCL 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 WCL; 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(s) – The Management Team will serve as the Privacy Officers and are 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 Officers also handle personal information access requests and complaints. The Privacy Officers may be contacted at the following address: info@wrestling.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 WCL's privacy policies and practices.
11. Employees – WCL shall be responsible to ensure that the employees, contractors, agents, or otherwise of WCL are compliant with the Act 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:

Communications

- a) Receiving communications from WCL that are related to newsletters, programs, competitions, training, discipline, appeals, events, activities and other pertinent information.
- b) Published articles, media relations and postings on the WCL website, displays or posters.
- c) Award nominations, biographies, published articles and media relations.
- d) Communication within and between committees, volunteers and Directors.
- e) Discipline results and any long-term suspension or banned list.
- f) Communications with applicable municipalities who wish to check residency status of individuals.

Registration, Database Entry and Monitoring

- g) Registration and communication of programs, events and activities.
- h) Database entry at Coaching Association of Canada and to determine level of coaching certification, coaching qualifications, and coach selection.
- i) Database entry to determine level of officiating certification and qualifications.
- j) Determination of eligibility, age group and appropriate level of play/competition.
- k) Athlete Registration, outfitting uniforms, and various components of athlete and team selection.
- l) Technical monitoring, officials training, educational purposes, sport promotion, media publications.

Sales, Promotions and Merchandising

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

General

- o) Travel arrangement and administration.
 - p) Implementation of WCL's screening program.
 - q) Medical emergency, emergency contacts or reports relating to medical or emergency issues.
 - r) Determination of membership demographics and program wants and needs.
 - s) Managing insurance claims and insurance investigations.
 - t) Video recording and photography for personal use, and not commercial gain, by spectators, parents and friends.
 - u) Video recording and photography for promotional use, marketing and advertising by WCL.
 - v) Payroll, honorariums, organization insurance and health plans.
13. Purposes not Identified – WCL 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 – WCL shall obtain consent by lawful means (**Appendix A – Consent**) from individuals at the time of collection and prior to the use or disclosure of this information. WCL may collect personal information without consent where reasonable to do so and where permitted by law. This consent is provided in addition to any consent required by OSIC for individuals designated by WCL as UCCMS Participants.
15. Implied Consent – By providing personal information to WCL, 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. WCL 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 – WCL 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 *Act*.
19. Exceptions for Use – WCL may use personal information without the individual's knowledge or consent only:
 - a) If WCL has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial/territorial 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 the *Act*;
 - 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 – WCL may disclose personal information without the individual's knowledge or consent only:
 - a) To a lawyer representing WCL;
 - b) To collect a debt the individual owes to WCL;

- 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 the *Act* or government institution on WCL's initiative when WCL 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 (WCL 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) As required to comply with the requirements of OSIC and the UCCMS;
- l) If it is publicly available as specified in the regulations; or
- m) If otherwise required by law.

LIMITING COLLECTION, USE, DISCLOSURE AND RETENTION

21. Limiting Collection, Use and Disclosure – WCL 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 WCL, 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 – WCL 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 – WCL 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, WCL will keep records of the breach and inform affected individuals.

INDIVIDUAL ACCESS

28. Access – Upon written request, and with assistance from WCL, 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.
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 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.

31. Reasons – Upon refusal, WCL shall inform the individual the reasons for the refusal and the associated provisions of the *Act*.
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 WCL 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 WCL’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 WCL; 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 – WCL shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, trainer, contractor, and other decision-maker within WCL 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 WCL 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 – WCL does not collect, use or disclose personal information such as an IP Addresses.

APPLICABLE LAW

37. WCL's website is created and controlled by WCL in the province of Ontario. As such, the laws of the province of Ontario shall govern these disclaimers, terms and conditions.

APPENDIX A – CONSENT

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

1. I authorize WCL to collect and use personal information about me for the purposes described in WCL's *Privacy Policy*.
2. In addition to the purposes described in WCL's *Privacy Policy*, I authorize WCL to:
 - a) Distribute my information to the _____ (*insert the name of other organizations to which the information may be distributed (e.g., a provincial/territorial organization)*)
 - b) Photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport through the media of 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 WCL's Privacy Officer(s). The Privacy Officer(s) will advise the implications of such withdrawal.