



NEILSON PARK CREATIVE CENTRE PRIVACY POLICY

For not-for-profit organizations in Ontario, the privacy of personal information is governed by the Personal Information Protection and Electronic Documents Act (PIPEDA). This Policy is based on the standards required by PIPEDA as interpreted by the Centre.

Definitions

1. The following terms have these meanings in this Policy:
 - a) "Act" – 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) "Centre" – *Neilson Park Creative Centre*
 - d) "Member" - All categories of membership defined in the Centre's *Bylaws* as well as all individuals employed by, or engaged in activities with, the Centre including, but not limited to, teachers, convenors, officials, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Organization
 - e) "Personal Information" – any information about an individual that relates to the person's personal characteristics including, but not limited to gender, age, income, home address, home phone number, ethnic background, family status, health history, and health conditions
 - f) "Representatives" – Individuals employed by, or engaged in activities on behalf of, Centre including: teachers, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Organization

Purpose

2. The Centre recognizes Representative and Members' right to privacy with respect to their Personal Information. This Policy describes the way that the Centre collects, uses, safeguards, discloses, and disposes of Personal Information during any Commercial Activity.

Application of this Policy

3. This Policy applies to all Representatives and Members in connection with personal information that is collected, used or disclosed during Centre Commercial Activity.
4. Except as provided in the Act, the Centre's Board of Directors will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

5. The Centre is obligated to follow and abide by the Act in all matters involving the collection, use, and disclosure of Personal Information.
6. In addition to fulfilling the legal obligations required by of the Act, Centre Representatives will not:
 - a) Publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Personal Information without the express written consent of the Member
 - 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, colleagues, or 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 the Centre
 - 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. The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and ensuring that all staff receive 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:

*Neilson Park Creative Centre
56 Neilson Drive, Toronto, ON. M9C 1V7
Telephone: (416) 622-5294*

8. Duties - The Privacy Officer will:
- Implement procedures to protect personal information
 - Establish procedures to receive and respond to complaints and inquiries
 - Record all persons having access to personal information
 - Ensure any third-party providers abide by this policy
 - Train and communicate to staff information about Centre's privacy policies and practices.

Identifying Purposes

9. The Centre may collect Personal Information from Members and prospective Members for purposes that include, but are not limited to:

Communications

- Sending communications in the form of e-news or a newsletter with content related to Centre programs, events, fundraising, activities, discipline, appeals, and other pertinent information
- Publishing articles, media relations and postings on the Centre website, displays or posters
- Award nominations, biographies, and media relations
- Communication within and between Representatives and Members
- Discipline results and long-term suspension list
- Checking residency status

Registration, Database Entry and Monitoring

- Registration of programs, events and activities

General

- Medical emergency, emergency contacts or reports relating to medical or emergency issues
- Determination of membership demographics and program wants and needs
- Managing insurance claims and insurance investigations
- Video recording and photography for personal use, and not commercial gain, by spectators, parents and friends
- Video recording and photography for promotional use, marketing and advertising by the Centre
- Payroll, honorariums, company insurance and health plans

Sales, Promotions and Merchandising:

- Promotion and sale of programs, events, activities and merchandise

Direct Messages, Posts Stories

- Storage of director messages metadata for service improvements (direct messages are private and can only be viewed by participants in the conversation)
- Content shared by users in posts and stories which tag @npccarts which are publicly visible to the Centre's followers.

Content Creation

- Artwork that is produced, displayed or shared electronically and in the Centre's physical space to produce social media content.



10. The Centre's Representatives may collect Personal Information from Members and prospective Members for other purposes, provided that documented consent specifying the use of the Personal Information is obtained from the Members or prospective Members.

Consent

11. By providing Personal Information to the Centre, Members are implying their consent to the use of that Personal Information for the purposes identified in the **Identifying Purposes** section of this Policy.
12. At the time of the collection of Personal Information and prior to the use or disclose of the Personal Information, the Centre will obtain consent from Members by lawful means. The Centre may collect Personal Information without consent when it is reasonable to do so and permitted by law.
13. In determining whether to obtain written or implied consent, the Centre will take into account the sensitivity of the Personal Information, as well the Members' reasonable expectations. Members may consent to the collection and specified use of Personal Information in the following ways:
 - a) Registering for a membership
 - b) Checking a check box, or selecting an option (such as 'Yes' or 'I agree')
 - c) Providing written consent either physically or electronically
 - d) Consenting orally in person
 - e) Consenting orally over the phone
14. The Centre will not, as a condition of providing a product or service, require Members to consent to the use, collection, or disclosure of Personal Information beyond what is required to fulfill the specified purpose of the product or service.
15. A Member may withdraw consent in writing, at any time, subject to legal or contractual restrictions. The Centre will inform the Member of the implications of withdrawing consent.
16. The Centre will not obtain consent from Members who are minors, seriously ill, or mentally incapacitated. Consent from these individuals will be obtained from a parent, legal guardian, or a person having power of attorney.
17. The Centre is not required to obtain consent for the collection of Personal Information, and may use Personal Information without the Member's knowledge or consent, only if:
 - a) It is clearly in the Member's interests and the opportunity for obtaining consent is not available in a timely way
 - b) Knowledge and consent would compromise the availability or accuracy of the Personal Information and collection is required to investigate a breach of an agreement or a contravention of a federal or provincial law
 - c) An emergency threatens a Member's life, health, or security
 - d) The information is publicly available as specified in PIPEDA
18. The Centre is also not required to obtain consent for the collection of Personal Information if the information is for journalistic, artistic, or literary purposes.
19. The Centre may disclose Personal Information without the Member's knowledge or consent only:
 - a) To a lawyer representing the Centre
 - b) To collect a debt that the Member owes to the Centre
 - 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 and identified its lawful authority, if that government institution indicates that disclosure is for one of the following purposes: enforcing or carrying out an investigation, gathering intelligence relating to any federal, provincial, or foreign law, national security or the conduct of international affairs, or administering any federal or provincial law
 - e) To an investigative body named in PIPEDA or a government institution, if the Centre believes the Personal Information concerns a breach of an agreement, contravenes a federal, provincial, or foreign law, or if Centre suspects the Personal Information relates to national security or the conduct of international affairs



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- f) To an investigative body for 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 a Member's life, health, or security (the Centre will inform the Member of the disclosure)
- h) To an archival institution
- i) 20 years after the individual's death or 100 years after the record was created
- j) If it is publicly available as specified in PIPEDA
- k) If otherwise required by law

Accuracy, Retention, and Openness

20. In order to minimize the possibility that inappropriate Personal Information may be used to make a decision about a Member, Personal Information will be accurate, complete, and as up-to-date as is necessary for the purposes for which it will be used.
21. Personal Information will be retained as long as reasonably necessary to enable participation in Centre programs, events, and activities, and in order to maintain historical records as may be required by law or by governing organizations.
22. The Centre's Representatives will be made aware of the importance of maintaining the confidentiality of Personal Information.
23. Personal Information will be protected against loss or theft, unauthorized access, disclosure, copying, use, or modification by security safeguards appropriate to the sensitivity of the Personal Information.
24. Personal Information that has been used to make a decision about a Member will be maintained for a minimum of one year in order to allow the individual the opportunity to access the Personal Information after the decision has been made.
25. The Centre will make the following information available to Members:
 - a) This *Privacy Policy*
 - b) Any additional documentation that further explains the Centre's *Privacy Policy*
 - c) The name or title, and the address, of the person who is accountable for the Centre's *Privacy Policy*
 - d) The means of gaining access to Personal Information held by the Centre
 - e) A description of the type of Personal Information held by the Centre, including a general account of its use
 - f) Identification of any third parties to which Personal Information is made available

Access

26. Upon written request, and with assistance from the Centre after confirming the Member's identity, Members may be informed of the existence, use, and disclosure of their Personal Information and will be given access to that Personal Information. Members are also entitled to be informed of the source of the Personal Information, and provided with an account of third parties to which the Personal Information has been disclosed.
27. Unless there are reasonable grounds to extend the time limit, requested Personal Information will be disclosed to the Member, at no cost to the Member, within thirty (30) days of receipt of the written request.
28. Members 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
 - d) Is subject to solicitor-client privilege or litigation privilege
29. If the Centre refuses a request for Personal Information, it shall inform the Member the reasons for the refusal and identify the associated provisions of PIPEDA that support the refusal.

Compliance Challenges

30. Members are able to challenge the Centre for its compliance with this Policy.



31. Upon receipt of a complaint, the Centre will:
 - 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 seven (7) days of receipt of the complaint
 - a) Appoint an investigator using the Centre's personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and will have unfettered access to all file and personnel
 - d) Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to the Centre
 - e) Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures

32. The Centre will not dismiss, suspend, demote, discipline, harass, or otherwise disadvantage any Centre Member or Stakeholder who:
 - a) Challenges the Centre for its compliance with this Policy
 - b) Refuses to contravene this Policy or PIPEDA
 - c) Takes precautions not to contravene this Policy or PIPEDA; even though said precautions may be in opposition to the regular duties performed by the Member

Data Security

33. The Centre will use reasonable measures to protect personal information from unauthorized access, disclosure, alteration, and destruction across the Centre's social media platforms. However, no method of transmission over the internet or electronic communications are 100% secure.