

PRIVACY NOTICE AND TERMS OF USE

INTRODUCTION

Welcome to the viaSport British Columbia Society ("viaSport", "we" or "us") website ("Website"). The purpose of viaSport is to increase awareness, opportunity and participation in sport across the province at every stage of life and in every community ("Purpose"). We are governed by and comply with the *Personal Information Protection Act (BC)*. We take privacy and data protection seriously, and are committed to ensuring the proper use, protection and security of personal information in our custody or control. This Privacy Notice and Terms of Use (this "Notice") describes what personal information we collect, how we may use and disclose it, and the steps we take to keep it secure.

By using this Website, or otherwise providing your personal information to us, you agree to the processing of your personal information as set out in this Notice. If you don't agree, please do not use this Website. Further notices may be provided to you from time to time if we collect personal information directly from you.

Please note that our Website contains many links to third parties who partner with us or who provide resources or information about their sport organization or the sport sector. This Notice does not apply to any of these third parties. Their websites are not owned or controlled by us and we are not responsible for their content or data protection practices. You may wish to review that website's privacy policy before disclosing your personal information.

PERSONAL INFORMATION WE COLLECT, USE AND DISCLOSE

viaSport collects, uses and discloses the following personal information:

- Basic personal details such as your name and contact information if necessary for a purpose described in this Notice;
- Financial data such as payment related information as necessary to process payments for services requested by you;
- Demographic data such as your newsletter preferences or interests;
- Website usage and other technical data such as details of your visits to our Website, or information collected through cookies and other tracking technologies;
- Personal information provided to us with your consent by an organization funded by us that you are a member of, such as age, gender identity, sports you play, roles you fulfil (e.g., board member, coach, trainer, player etc.);
- Personal information as necessary when you apply for a job with us or serve as a board or committee member, such as the information you voluntarily provide in your resume, or that is provided to us with your consent such as references; and

- Other personal information you voluntarily provide to us when you make inquiries or contact us with concerns or commendations, or that we collect for the purpose of responding.

PURPOSES FOR THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION
viaSport collects, uses and discloses personal information as necessary to fulfill the following purposes:

- a. for the purpose of processing and administering a funding application by an individual or an organization;
- b. to process applications from coaches when signing up for courses and provide support and services associated with courses and training, as requested;
- c. to send updates and newsletters to individuals in accordance with their preferences;
- d. to respond to requests for services and to improve our services;
- e. to respond to inquiries, concerns and comments received through our Contact Us page;
- f. to contact and correspond with you and process your instructions;
- g. to process payments;
- h. to maintain contact information for stakeholders and partners;
- i. to de-identify the information for statistical analysis and research purposes to enable us and our funders to better understand our own operations and important issues in the sporting sector in British Columbia and Canada;
- j. to understand how our Website is used and to improve our Website;
- k. to comply with our contractual obligations or enforce our legal rights;
- l. for legal and business purposes such as for administrative, operational, tax, recruitment, and risk management purposes, or other legal compliance purposes; and
- m. as otherwise permitted or required by law.

You may choose not to provide certain requested personal information, but then you may not be able to use certain products or services provided by viaSport or access or use certain features of our online services. Personal information is normally collected directly from you, but may also be received from a third party, such as a credit card

service provider if the information is for the purpose of making an online payment for courses.

Personal information may be shared with third-party service providers, government authorities, or other entities to fulfil the purposes described above, as required by law or to support our organizational operations. Any such sharing will be conducted in compliance with applicable data protection laws.

YOUR INFORMATION RIGHTS

Access and correction: You may request access to your personal information and/or correction of that information by contacting us at info@viasport.ca. If you seek records containing your personal information in electronic form, we will provide copies of the records in that form with our response, where it is reasonable to do so.

Consent and Withdrawal: Where your consent is required in order for us to collect, use or disclose your personal information you may at any time contact us to withdraw your consent on a go-forward basis, unless your consent was given as part of a contractual agreement. If you choose to withdraw your consent, you understand you may not be able access certain services provided by viaSport that relate to that consent. Please note that if you withdraw consent viaSport may still collect, use, store, and disclose your personal information where required or permitted by law.

Accuracy: You can help viaSport maintain the accuracy of your information by notifying us of any changes to your personal information. When you contact us to request a change, we may ask for further details to confirm your identity or the request.

INFORMATION FOR ALL WEBSITE USERS

Like many other websites, the Website may automatically collect certain non-personally identifying information regarding your use of the Website, such the IP address of your internet service provider, the date and time you access the Website, the internet address of the website from which you linked directly to the Website, the operating system you are using, the sections of the Website you visit, the Website pages read and images viewed, and the content you download from the Website.

In addition, viaSport uses Google Analytics' third-party audience data such as age, gender, and interests to better understand the behavior of our audience. This information is not linked to you as an individual user. Rather, it is recorded as general statistical information, which may be used and disclosed to others by us in order to monitor use of the Website, to improve the Website and generally enable us to provide you with the best possible web experience. We may also archive this information for future use.

COOKIE POLICY

A cookie is a text file provided by a web server and stored by your browser. The contents of this file are then sent back to the server each time the browser requests a page from the server. viaSport uses cookies to provide the core user experience of the Website, including authenticated user sessions. Cookies are also used to provide

viaSport with statistical information related to the general use of our Website and email campaigns. You may opt out of Google Analytics data collection by installing and enabling the Google Analytics Opt-out Browser Plugin, available at [www.https://tools.google.com/dlpage/gaoptout](https://tools.google.com/dlpage/gaoptout).

SAFETY MEASURES

viaSport employs a range of measures to safeguard your personal information. Our approach includes employing technological, physical, and administrative procedures to prevent unauthorized access, collection, disclosure, copying, use, modification, or disposal of your personal data.

While we have implemented security protocols, it's important to recognize that the Internet inherently carries some risk when transmitting information. Therefore, we advise you to exercise caution and thoughtfulness in deciding what information you share with us, and avoid sharing sensitive information where possible.

Additionally, you hold the responsibility of protecting your user identifications, passwords, or any other unique identifiers that grant access to our online services. By taking these precautions, you can further enhance the security of your personal data and interactions with viaSport.

RETENTION PERIOD

viaSport ensures the safe and proper retention and disposal of personal information in adherence with our records retention schedules. The duration for which we retain your personal data depends on the purpose for its collection, as well as various business, administrative, legal, financial, or other relevant factors.

When your personal information is used to make a decision that impacts you, viaSport retains it for a minimum of one year. This practice aligns with our commitment to maintaining appropriate records for necessary periods, promoting transparency, and safeguarding your information in compliance with applicable regulations.

OTHER MATTERS

The Website may contain links to web sites of third parties, which may in turn have links to other web sites (all of which are referred to as "Third Party Sites"). These links are provided solely as a convenience to you and not as an endorsement by viaSport of the content on such Third-Party Sites. viaSport is not responsible for the content of linked Third-Party Sites and does not make any representations regarding the content or accuracy of materials on such Third-Party Sites. If you decide to access Third-Party Sites through links on this Website, you do so at your own risk.

TRADEMARKS

All names, trademarks, service marks, designs, logos, images and slogans used on this Website are owned by viaSport or its licensors, as applicable, and are protected by intellectual property law. Except as expressly permitted herein, you may not use any names, trademarks, service marks, designs, logos, images or slogans used on this Website without the prior written consent of viaSport or its licensor, as applicable.

COPYRIGHT

All text, data, graphics, photographs, images, videos, audio, Website layouts, selections, arrangements, and multimedia content on the Website, and all features, functionality, and related software or code (including but not limited to HTML, other mark-up languages, and all scripts) within this Website (collectively, "Materials") are the property of viaSport and/or its licensors, as applicable. All content on this Website may be changed or updated at any time without notice.

You may, for a purpose that is consistent with our Purpose, reproduce, compile, distribute, publicly display, republish, store or transmit any Materials, provided you acknowledge the Website as the source. In addition, you may, for a purpose that is consistent with our Purpose, use the Materials as a resource and modify those Materials intended to form a template. Notwithstanding the foregoing, you may not resell any Materials or remove any proprietary rights notices from them. You may not reproduce, compile, distribute, modify, create derivative works of, publicly display, republish, store or transmit any Materials for any other purpose, without the prior written consent of viaSport or its licensor, as applicable

USER SUBMISSIONS

You may choose to send us feedback, content, materials or non-personal information via the Website or contact information on the Website ("User Submissions"). You warrant and agree that any User Submissions you send will not violate any applicable law or third party proprietary rights, and will not harm viaSport or any third party. You are fully responsible, and will indemnify us from any third party claims, for or relating to any User Submissions you send to us. No User Submissions will be subject to any confidentiality by viaSport. By providing User Submissions to us, you grant us a worldwide, royalty free, perpetual, irrevocable, sublicensable, non-exclusive license to use, reproduce, compile, distribute, modify, create derivative works of, publicly display, republish, store, transmit or otherwise disclose to third parties any User Submissions for any purpose without attribution or compensation to you. You further waive any moral rights as a condition of sending User Submissions.

INTELLECTUAL PROPERTY INFRINGEMENT

viaSport makes reasonable efforts to secure appropriate licenses for all intellectual properties used on this Website. You may notify viaSport of alleged intellectual property rights infringement by contacting viaSport at:

viaSport British Columbia
Suite 1351 – 409 Granville Street
Vancouver, B.C.
V6C 1T2
E-mail: info@viasport.ca

JURISDICTION

You expressly agree that exclusive jurisdiction for any dispute with viaSport, or in any way relating to your use of the Website, resides in the courts of the Province of British Columbia, and you further agree and expressly consent to the exercise of personal jurisdiction in the

courts of the Province of British Columbia in connection with any such dispute including any claim involving viaSport or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

UPDATES

This Notice may be changed from time to time in our sole discretion and without any prior notice. New versions of this Notice will be posted here. Your continued use of the Website subsequent to any changes to this Notice will signify that you consent to viaSport's collection, use and disclosure of your personal information in accordance with the revised Notice.

COMMENTS AND INQUIRIES

If you have any inquiries or concerns regarding this Notice or your personal information, or if you wish to lodge a privacy-related complaint, please contact us at privacy@viasport.ca.