

SPECIAL OLYMPICS ONTARIO

**SPECIAL OLYMPICS ONTARIO PRIVACY AND SECURITY POLICY & TERMS OF USE**

EFFECTIVE DATE:

REVIEW DATE:

This Policy explains the current information management practices of the Charity relative to our provincially-run websites (including, but not limited to, [www.specialolympicsontario.com](http://www.specialolympicsontario.com) and [www.torchrunontario.com](http://www.torchrunontario.com)) (the Sites) and all other communications in which personal information is collected, used or disclosed by the Charity.

The Charity has developed this Policy and related procedures relating to the collection, use, disclosure and protection of personal information in the course of our activities among our volunteers, coaches, athletes, donors, sponsors, staff, agents, other Special Olympics organizations, government authorities and third party service providers.

**What is Privacy Legislation All About?**

The Personal Information Protection and Electronic Documents Act (the PIPEDA), is federal privacy legislation that applies to organizations in Canada that collect, use or disclose personal information in the course of a commercial activity. Specified exceptions include business contact information and certain publicly available information including information appearing in a telephone book and in professional or business directories or listings, where the collection, use and disclosure of the personal information relate directly to the purpose for which it appears in the directory or listing.

**What is Personal Information?**

Personal information includes personally identifiable information such as your name, address, birth date, social insurance number, income, ethnicity, interests and medical, loan and credit records.

**Collection of Personal Information**

When you provide personal information through our Sites or by other means, that information will be collected in order for you to use or receive certain products and services. Any personal information collected by means other than from the Sites will also be managed as indicated herein. We strive to take the same care of the information you provide to us under these options, as we do with information collected via the Internet.

## **Use and Disclosure of Personal Information**

Personal information provided to the Charity will be used and disclosed only for the purposes set forth in this Policy or as otherwise communicated to you at the time you provide us with that personal information. Before personal information is used or disclosed for a new purpose, we will obtain your consent, unless disclosure without your consent is otherwise permitted or required by law, regulation or court order.

Personal information provided by you may be used or disclosed by the Charity in one or more of the following ways:

to process your donation, including issuing a receipt;

to fulfill receipt, payment or transfer payments;

to process athlete, volunteer, coach and school applications and any required police checks;

to authenticate you as a donor, sponsor, athlete, coach, volunteer, employee, agent, representative, or 3rd party service provider;

to administer the events and activities of the Charity. Information is shared among athletes, coaches, volunteers, schools and other Special Olympics organizations to assist in athlete competition and participation;

to create and maintain records concerning our relationship with volunteers, coaches, athletes, donors, sponsors, schools and others, as needed;

to maintain records of all contributions in order to satisfy the requirements of the Canada Revenue Agency;

to provide information to other Special Olympics organizations for event coordination, insurance, marketing and statistical purposes. Personal information will be stored with and may be accessed by Special Olympics Canada, and is protected by contract to the degree set out in this Policy;

to contact you for support for or involvement in the Charity;

to provide you with information about the Charity, its events, activities, programs, products or services;

to send you information about or from our sponsors;

to service providers we use to support our business (eg. technical support or third party services administering our credit and payment; and system); and

where permitted or required by applicable laws, regulations or court orders.

Your personal information may be stored and processed in Canada, the United States or another jurisdiction and may be subject to the laws of that country.

### **Donor and Sponsor Personal Information**

In addition to the foregoing, in order to reach a greater number of potential donors and sponsors, donor and sponsor information is exchanged with or rented to other organizations that share our charitable objectives. If you wish to know the names of these organizations please contact us at your convenience. If you prefer that your name be omitted from the lists generated in this way, please advise us by sending an e-mail message to the Privacy Officer at the coordinates provided below. Once your e-mail is received, we will attempt to change the status of your records to indicate your request as soon as possible. Please provide us with your full and exact name (first and last) and address (unit number, street number, street name, town/city, province, and postal code) and your donor I.D number if available.

### **Refusal and Withdrawal of Consent**

You have the option to refuse the collection of personal information and, subject to certain legal or contractual restrictions and reasonable notice, to withdraw your consent to the continued use and disclosure by the Charity of personal information previously collected. You may withdraw your consent by writing to the Privacy Officer at the coordinates provided below. Please note that such

refusal or withdrawal may render us unable to provide you with certain programs, services and information offered by the Charity.

## **Access**

Upon your written request to the Privacy Officer at the coordinates provided below, you may view your personal information and may request amendments where it is demonstrated that the information is inaccurate or incomplete. Please note that under certain circumstances, you may not be permitted to view your records, such as where such disclosure would raise security, legal or confidentiality issues.

## **Other Site links**

Our Sites link to other websites created and maintained by other public and private organizations including affiliates of the Charity. We provide these links for your information, convenience and/or for use in conducting the Charity's business. When you link to an outside website, please be aware that you are leaving the Charity's Sites and our information management policies no longer apply unless otherwise specified. We assume no responsibility for the content or privacy practices of any linked website at any time or for the link itself. The linking to or from another website does not imply on the part of Special Olympics Ontario Inc. any endorsement or guarantee of any of the organizations or information (including the right to display such information) found on their respective websites.

## **Log Files and Cookies**

IP addresses are collected as you navigate the Sites and are used to analyze trends, administer the Sites, track users movements, and gather broad demographic information for various uses.

A cookie is a small piece of information that is sent to your browser when you access a website. The use of cookies is an industry standard and commonly used by websites. There are two kinds of cookies. A session cookie is a line of text that is stored temporarily on your computer. Because a session cookie is never written to a drive, it is destroyed as soon as you close your browser. A persistent cookie is a more permanent line of text that gets saved by your browser to a file on your hard drive. Depending on your browser settings, you may receive notification that a given site is requesting cookie information, possibly with an expiration date. Persistent cookies have an expiration date in the future. Session cookies have no date associated with them. Both types of cookies may be used on our Sites or connected websites.

## **Security of Personal Information**

The protection of your personal information transmitted through our Sites or connected websites, including your financial and credit card details, is important to us. Although the Charity does not have the technological capabilities of its own to ensure that such information is transmitted securely, some of the connected websites may use Secure Socket Layer (SSL) encryption technology to secure sensitive information exchanged between your computer and those websites, and to limit access by third parties. Additionally, data collected on the servers of certain websites is protected by firewalls. However, be aware that only where you see <https://> is information expected to be secured. Before committing to any transaction on a website, please ensure you are completely aware of the specific safeguards in place for that specific website. Complete confidentiality and security is not yet possible over the Internet, and we assume no liability for any damages you suffer as a result of interception, alteration or misuse of information transmitted over the Internet.

We have taken reasonable precautions to ensure that all personal information we collect is stored in secured office locations accessible only by authorized staff, agents and representatives. Disposal of information, including by shredding is conducted on-site.

## **Restriction of Liability**

Although we will take the steps indicated above to protect your personal information, complete privacy during use of the Sites cannot be guaranteed. The Charity shall not be responsible for any harm that you or any person may suffer as a result of a breach of the confidentiality of your personal information in respect to your use of the Sites, including any information you transmit to the Sites or any connected website.

Furthermore, the Charity shall not be liable for any damages, costs or injury caused by, any failure of performance, error, omission, defect, delay in operation or transmission, computer virus, line failure or any cause beyond the Charity's control.

## **Donations**

Special Olympics Ontario has partnered with Crowdchange as its online fundraising software provider. Your privacy is important to Crowdchange and Special Olympics Ontario. Crowdchange collects the data you submit through this Internet-based tool (personal information, answers to survey questions, donor data, etc.) and distributes it to Special Olympics Ontario. Special Olympics Ontario owns this data. Crowdchange does not sell any personal information that it collects. To

view Crowdchange's detailed privacy policy, please [click here](#).

Special Olympics Ontario also accepts online donations through <https://www.canadahelps.org/>. In the event you would prefer to donate by phone using your credit card, you may call our Donations Assistant toll free at 1-888-333-5515 ext 229 or in Toronto at 416-447-8326 ext 229.

## **TERMS OF USE**

The following terms and conditions (the Terms of Use) govern the relationship between you and the Charity in relation to the Sites. By using the Sites, you agree to comply with and be legally bound by the terms and conditions set out in the Policy, including the Terms of Use. If the Terms of Use are not acceptable to you, please do not use the Sites.

We may update the Terms of Use from time to time and you are responsible for reviewing the most current version. The date of the last update to the Terms of Use is at the end of the Terms of Use. By continuing to use the Sites, you accept any updates to the Terms of Use.

### **Rights Granted and Restrictions on Use:**

The Charity grants to you a limited non-exclusive, non-transferable license to view, copy and print the material on the Sites (other than the design or layout of the Sites) for your non-commercial or personal use only. All copies that you make must retain all copyright and other notices that are on the Sites. Except as provided in the previous sentence, you may not use, distribute, sell, modify, transmit, revise, reverse engineer, republish, post or create derivative works (where applicable) of the trade-marks, trade names, logos, information, software or other material or content in these Terms of Use, referred to (collectively, as the content) of the Sites without the Charity's prior written permission. You acknowledge and agree that the Sites and their content are the property of the Charity, its affiliates or their respective service providers, suppliers or licensors and you will not acquire any rights or licenses in any trade-marks, patents, copyright or other intellectual property on the Sites or their content. The Sites and their content are protected by copyright, both individually and as a collective work or compilation and by trade-mark law, patent law and any other applicable laws.

### **Your Authority to Use the Sites:**

By using the Sites, you are representing to us that you have the power and authority to accept these Terms of Use and to enter into this agreement with us, that you are capable of assuming, and do assume, any risks related to the use of the Sites and their content, and that you understand and

accept the terms, conditions and risks relating to their use. If you are dissatisfied with the Sites or their content, your sole and exclusive remedy is to stop using the Sites.

#### Disclaimers:

The content on the Sites is for informational purposes only. The Charity and each of its affiliates and service providers are not responsible for any inaccurate, delayed or incomplete information. Information contained on the Sites provided by any third party, including without limitation, information obtained through any link, has been supplied without verification by us.

The Sites could include technical or other inaccuracies or typographical errors and are provided to you on an as is basis without warranties or representations of any kind. The Charity, its affiliates and service providers make no representations and disclaim any warranties and conditions of any kind, including regarding accuracy, timeliness, completeness, non-infringement, quality or fitness for any particular purpose or those arising by law, usage or course of dealing. The Charity, its affiliates and service providers assume no responsibility for the consequences of any errors or omissions. The Charity may make any changes to the Sites at any time without notice.

#### No Damages:

The Charity, its affiliates and their respective directors, officers, employees, or agents shall not, under any circumstances, be liable for any damages whatsoever, including without limitation, those arising from any decision made or action taken by you in reliance upon the content of the Sites, whether resulting from the use of or inability to use any content on the Sites (or a site linked to the Sites), or any other cause; and even if caused by The Charity's, its affiliates or, their respective service providers negligence, and even if any of them has been apprised of the likelihood of such damages occurring.

The above limitations and exclusions apply to users of the Sites to the fullest extent that applicable law permits. Any part of these Terms of Use declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder of these terms of use.

#### Advertising and Links:

The Charity may accept advertising from certain entities and may receive a fee from their advertising on the Sites. No endorsement by the Charity is intended or implied by accepting such advertising.

## Use of Your Postings and Communications:

Any non-personal communication, comment, idea or material you post or transmit to the Sites is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any communication or material to the Sites you grant to the Charity and all of its affiliates, an unrestricted, irrevocable license to use, sub-license, reproduce, display, modify, transmit, distribute, publish, broadcast or post your communication for any purpose. You also agree that the Charity is free to use any ideas, concepts, know-how or techniques that you send us for any purpose. You acknowledge and agree that any chats, postings, or other communications on the Sites by users are not monitored, screened, sanctioned or endorsed by the Charity. The Charity reserves the right, but not the obligation, to monitor the content of the Sites, and to remove, refuse to post or edit any material or content which the Charity, in its sole discretion, determines to be in violation of the provisions hereof or otherwise objectionable. Visitors to the Sites shall remain solely responsible for the content of their communications.

## Violations of Terms of Use:

The Charity reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular Internet address to our Sites.

## Laws:

The Sites (excluding linked websites) are controlled by the Charity from its offices within the Province of Ontario, Canada. By accessing the Sites, you and the Charity agree that all matters relating to your access to, or use of, the Sites shall be governed by the statutes and laws of the Province of Ontario or the federal laws of Canada, as applicable, without regard to the conflicts of laws principles thereof. You and the Charity also agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario or the federal courts of Canada, as applicable, with respect to any and all matters arising in connection with these Terms of Use.

## Contact Information

If you have any questions, comments, or concerns as to the use, collection or disclosure of your personal information or our privacy practices, please contact us by writing to the Privacy Officer at Special Olympics Ontario Inc., 65 Overlea Blvd., Suite 200, Toronto, Ontario M4H 1P1, sending an e-mail message to [privacy@specialolympicsontario.com](mailto:privacy@specialolympicsontario.com) or calling us at 1-888-333-5515 ext 220. Please provide us with your full and exact name (first and last), address (unit number, street



number, street name, town/city, province, and postal code) and I.D number if available.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS POLICY, UNDERSTAND IT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS POLICY. YOU WILL BE GRANTING YOUR CONSENT TO THE CHARITY'S COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY EVEN IF YOU HAVE NOT READ THIS POLICY.

SPECIAL OLYMPICS ONTARIO INC.