

CONFIDENTIALITY POLICY

Definitions

1. The following terms have these meanings in this Policy:

- a) *“Confidential Information”* – Personal information of Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, information submitted as part of a screening process, and information submitted as part of a complaint, appeal, or dispute resolution process. Additionally, *Confidential Information* also includes information considered to be intellectual property of the Organization such as data, proprietary information, membership lists, customer information, business information, and trade secrets;
- b) *“Organizational Participant”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization and its Members and affiliated clubs who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers
- c) *“Member”* – Members are the provincial/territorial racquetball associations that are affiliated with Racquetball Canada
- d) *“Representative”* Refers to individuals employed by, or engaged in activities on behalf of, the Organization. Representatives include, but are not limited to, staff, administrators, committee members, contractors, volunteers, and Directors and Officers;

Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information.

Scope and Application

3. This policy applies to all Representatives.

- 4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
- 5. Participants voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.

Responsibilities

- 6. Representatives will not, either during the period of their involvement/employment with the Organization or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
- 7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the Organization.

Intellectual Property

8. Copyright and any other intellectual property rights for all written material (including material in electronic

format or posted on a website) and other works produced in connection with employment or involvement with the Organization will be owned solely by the Organization, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The Organization may grant permission for others to use its intellectual property.

9. Confidential Information that is intellectual property of the Organization will remain the property of the Organization and, upon cessation of involvement/employment with the Organization, for any reason, or upon request of the Organization, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

Enforcement

10. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the *Discipline and Complaints Policy*.