

## **LUTHER VILLAGE CAMP PRIVACY POLICY**

Luther Village understands the importance of keeping your personal information confidential. Luther Village is committed to protecting the confidentiality of the personal information that you provide and is dedicated to upholding certain confidentiality obligations at law, pursuant to the *Personal Information Protection and Electronic Documents Act and Regulations*, and as set out in this Privacy Policy.

Luther Village has undertaken to ensure that its employees, agents and authorized persons take all reasonable steps to protect the confidentiality of personal information. Luther Village's obligations include the protection of personal information from risks such as inappropriate collection, use, disclosure, storage or destruction. Luther Village has appointed a Privacy Officer who is accountable for Luther Village's compliance with its obligations at law. The Privacy Officer may appoint other individuals to take responsibility for the day-to-day collection and processing of personal information.

If there are any matters that have not been expressly addressed in this Policy, or (i) if an individual requires clarification as to how to implement or interpret this Policy, or (ii) if an individual would like to request access to his or her personal information or to amend such information, such concerns should be brought to the attention of the Privacy Officer immediately.

The Privacy Officer can be contacted as follows:

Mail - Luther Village  
Attn: Privacy Officer  
560 Arlington St.  
Winnipeg, MB R3G 1Z5  
Ph - (204) 783-3337

## I. Definitions

1.1 The following definitions are to assist in the interpretation of this Privacy Policy and are subject to change given amendments to applicable legislation:

- (a) "collection" means the gathering, acquiring, recording, or obtaining of personal information from any source, including third parties, whether written or verbal;
- (b) "consent" means voluntary agreement for the collection, use and disclosure of personal information for defined purposes. Consent can be either expressed or implied and can be provided directly by the individual or by an authorized representative. Express consent can be given orally, electronically or in writing, but is always unequivocal and does not require any inference on the part of Luther Village. Implied consent is consent that can reasonably be inferred from an individual's action or inaction;
- (c) "commercial activity" means any particular transaction, act or conduct or any regular course of conduct that is of a commercial character, including the selling, bartering or leasing of donor, membership or other fundraising lists;
- (d) "disclosure" means making personal information available to a third party;
- (e) "personal information" means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization;
- (f) "record" includes any correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, film, microfilm, sound recording, video-tape, machine-readable record and any other documentary material, regardless of physical form or characteristics, and any copy of any of those things; and
- (g) "third party" means an individual or organization outside of Luther Village.

## II. Application of the Privacy Policy

2.1 This Privacy Policy applies to all personal information collected, used, stored or destroyed by Luther Village, where Luther Village has collected, used, stored or destroyed such information in the course of commercial activity.

2.2 This Privacy Policy applies to all personal information, including all records of personal information, whether written, photographed, recorded or stored in any manner, on any storage medium or by any means including by graphic, electronic or mechanical means.

2.3 This Privacy Policy applies to all personal information, regardless of whether it was received, collected or acquired prior to or after the implementation of the Policy.

2.4 This Privacy Policy governs the conduct of all employees and agents of Luther Village and each employee and agent shall sign a "Pledge of Confidentiality" in the form attached hereto as Schedule "A", acknowledging that he or she is bound by the terms of this Privacy Policy and is aware of the consequences of breaching the Policy.

2.5 Should Luther Village transfer personal information to a third party for processing or other permitted transactions, it shall use contractual or other means to provide a comparable level of protection which the information is being processed by a third party.

### III. Access to Personal Information

3.1 Upon request, an individual shall be informed of the existence, use and disclosure of his or her personal information and shall be given access to that information, subject to certain exceptions specified by law. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

3.2 Where Luther Village records contain information about a third party, Luther Village shall not provide access to such information unless the information applicable to the third party can be severed from the record.

3.3 All requests for access or amendment to personal information by the person who is the subject of the information shall be made in writing to the Privacy Officer. Where an employee of Luther Village receives such a request, it shall be forwarded to the Privacy Officer forthwith.

3.4 In releasing personal information to an individual, Luther Village shall indicate the source of the information and shall provide an account of the use that has been made or is being made of this information and an account of the third parties to which it has been disclosed, namely the name of the organizations to which the personal information has been disclosed and if possible, shall specify the information disclosed.

3.5 The Privacy Officer shall respond to a request for access to personal information or requesting an amendment to such personal information within 30 days. Should the Privacy Officer determine, on a reasonable basis, that a request for an amendment to such personal information is appropriate, the Privacy Officer shall ensure that the personal information is amended accordingly and where appropriate, the amended information shall be transmitted to third parties having access to the information in question.

3.5 If however, the Privacy Officer determines that, at law, no access to the record of personal information shall be granted, the Privacy Officer shall keep a record of the refusal, including reasons for refusal on file.

3.6 When a challenge concerning the accuracy or completeness of personal information has been made, but has not been resolved to the satisfaction of the individual, the Privacy Officer shall keep a record of the substance of the unresolved challenge, and where appropriate, shall transmit the existence of the unresolved challenge to third parties having access to the information in question.

#### IV. Purposes for Collection and Use of Personal Information

4.1 Luther Village shall only collect personal information for the following purposes:

- to administer the camp, camp registrations, rentals and operations;
- to process payments;
- to provide you with information concerning our age-specific programs;
- to provide you with information concerning our activities from time to time, including our newsletter and brochures; and
- to contact you concerning our fundraising activities from time to time.

4.2 In certain circumstances, personal information can be collected, used or disclosed without the knowledge or consent of the individual. Luther Village will only engage in such conduct where required or permitted to do so by law.

4.3 The identifiable personal information collected will only be used for the specified purposes. For greater certainty, Luther Village may compile certain statistics using or based upon personal information and may provide such statistics to third parties upon request.

4.4 Unless permitted by law, personal information will be collected directly from the individual who is the subject of the information. Luther Village shall, generally speaking, obtain consent concerning the collection and use of personal information.

4.5 An individual may withdraw consent at any time, subject to legal or contractual restrictions and reasonable notice.

#### V. Limiting Use, Disclosure and Retention

5.1 Personal information shall not be disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required or permitted by law.

5.2 Luther Village shall retain files containing personal information for a period of no longer than ten years from the termination of the customer relationship.

5.3 Personal information that is no longer required by Luther Village to fulfill the purposes for which the information was collected shall be shredded and disposed of in a manner that safeguards the confidentiality of the information.

VI. Safeguarding Personal Information

6.1 Luther Village shall take reasonable steps to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification of personal information. All personal information under the custody or control of Luther Village in written form shall be kept in locked filing cabinets or in secured office space and access to such files shall be limited to those employees who require access in order to complete their duties. Personal information that is stored electronically shall be protected by an appropriate firewall and password encrypted.

6.2 The Privacy Officer shall, on a regular basis, ensure that such office policies are being adhered to and that all such personal information is being stored and safeguarded in accordance with this Privacy Policy.

VII. Challenging Compliance

7.1 Should an individual have issue with the manner in which Luther Village, its employees or agents are collecting, using, storing, disclosing or destroying information, he or she may contact the Privacy Officer at the address previously set out above.

7.2 The Privacy Officer shall have 30 days from receipt of the complaint to investigate the complaint and to provide a response, including the remedy to be employed, if any.

SCHEDULE 'A' TO LUTHER VILLAGE CAMP  
PRIVACY POLICY

PLEDGE OF CONFIDENTIALITY

I, the undersigned, have been given a copy of the Privacy Policy (the "Policy") of Luther Village Camp ("Luther Village"). I understand that the Policy reflects the principles as set out in the *Personal Information and Protection of Electronic Documents Act* ("PIPEDA").

In compliance with the legislation outlined above and as an integral part of the terms and conditions of my employment, I hereby agree, pledge and undertake that I will not at any time, during my employment with Luther Village, or at any time after my employment with Luther Village has ceased, access or use personal information, or reveal or disclose to any persons within or outside Luther Village, any personal information except as may be required in the course of my duties and responsibilities as an employee and in accordance with the provisions of PIPEDA and the Policy governing proper release of information.

I understand that my obligations concerning the protection of the confidentiality of personal information relates to all personal information which I become aware of as a result of my employment with Luther Village.

I also understand that unauthorized use or disclosure of such information may result in disciplinary action being taken against me by Luther Village, up to and including the termination of my employment, the imposition of fines pursuant to PIPEDA, and a report to my professional regulatory body, if applicable.

I understand that my obligations, as outlined above, will continue after my employment with Luther Village ends.

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
Signature of Individual Making Pledge

\_\_\_\_\_  
Name of Individual Making Pledge  
(Please print)

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
Signature of Individual Administering Pledge  
I have given the above named individual a copy of the Policy and discussed the Policy and the consequences of breaching the Policy with him/her