

# SOUTH CANBERRA FUTSAL PRIVACY POLICY

South Canberra Futsal (SCF) recognises that privacy is important and that an individual has the right to control his or her Personal Information. SCF is committed to protecting the privacy of individuals on whom it collects Personal Information.

SCF's Privacy Policy is based on the National Privacy Principles (NPPs) in the Privacy Act and governs how the SCF handles the personal information it collects, uses, discloses and stores on:

- a. Futsal participants, whether they are paid or unpaid, including players, Club Officials, Match Officials and Team Officials (Participants); or
- b. persons who subscribe to any current or future SCF membership programs, newsletters or promotional offers. (Collectively referred to as Constituents)

This policy relates to Personal Information on Constituents.

## **1. COLLECTION**

1.1 SCF will not collect personal information from a Constituent unless the information is necessary for one or more of SCF's functions or activities.

1.2 SCF collects personal information about a Constituent for the following primary purposes:

- a. insurance, registration and selection (if the Constituent is a Participant);
- b. disciplinary, grievance or dispute resolution through SCF's Grievance Procedure (if the Constituent is a Participant);
- c. direct marketing by SCF to a Constituent; and
- d. disclosure to SCF's Partners (unless a Constituent has indicated that he or she does not want to receive information on exclusive offers from SCF Partners).

1.3 Where it is reasonable and practicable to do so, SCF must collect personal information about Constituents only from the Constituent. SCF keeps standard forms to be used when personal information is collected from Constituents. Where the SCF collects personal information about Constituents from the Constituent, SCF must only do so through any relevant forms approved by SCF from time to time.

1.4 If SCF collects personal information about a Constituent from someone other than the Constituent, SCF must take reasonable steps to ensure the Constituent is made aware of the matters listed in clause 1.5, except to the extent that making the individual aware of those matters would pose a serious threat to the life or health of any individual.

1.5 At or before the time (or if that is not practicable, as soon as practicable after) SCF collects personal information about a Constituent, the SCF must take reasonable steps to ensure that the individual is aware of:

- a. the identity of SCF and how to contact it;
- b. the fact that the Constituent can gain access to the information held on them;
- c. the purposes for which the information is collected;
- d. the organisations (or types of organisations) to which SCF usually discloses information of that kind;
- e. any law that requires the information to be collected; and
- f. the main consequences (if any) for the Constituent if all or part of the information is not provided.

For the purposes of assisting compliance with this requirement, SCF keeps a register of standard forms containing the required notice for the particular purpose for which the information is collected. Where directed by SCF, clubs and other third parties must use these forms.

## **2. USE AND DISCLOSURE**

2.1 SCF will not use or disclose personal information about a Constituent for a purpose (the secondary purpose) other than the primary purpose of collection unless:

- a. the Constituent has consented to the use or disclosure;
- b. both of the following apply:
  - i. the secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection; and
  - ii. the Constituent would reasonably expect SCF to use or disclose the information for the secondary purpose;
- c. SCF reasonably believes that the use or disclosure is necessary to lessen or prevent:
  - i. a serious and imminent threat to an individual's life, health or safety; or
  - ii. a serious threat to public health or public safety;
- d. SCF has reason to suspect that unlawful activity has been, is being or may be engaged in, and uses or discloses the personal information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities;
- e. the use or disclosure is required or authorised by or under law; or
- f. SCF reasonably believes that the use or disclosure is reasonably necessary for one or more of the purposes specified in National Privacy Principle 2.1(h) by or on behalf of a law enforcement body. If SCF uses or discloses personal information on this basis, it must make a written note of the use or disclosure.

2.2 SCF may use the personal information of Constituents for the secondary purpose of direct marketing by if SCF has the consent of the Constituent for such use. In other cases, if the information is not sensitive information, SCF may use the information for the secondary purpose of direct marketing only if the following are satisfied:

- a. it is impracticable to seek the Constituent's consent before that use;
- b. SCF will not charge the Constituent for giving effect to a request by that Constituent not to receive direct marketing communications;
- c. the Constituent has not made a request to SCF not to receive direct marketing communications;
- d. SCF always prominently displays a notice that the Constituent may express a wish not to receive any further direct marketing communications; and
- e. each written direct marketing communication by SCF with the Constituent sets out SCF's contact details including business address, telephone and fax numbers, and email address.

2.3 SCF may disclose personal information to ticketing agents, mailhouses or other similar organisations for the purpose of implementing the primary purposes, including implementing ticket requests and communicating Futsal-related offers. SCF requires these organisations to keep contact details confidential and only use them for the designated purpose.

2.4 Despite clause 2.1, the SCF may disclose health information about a Participant to a person who is responsible for that Participant if:

- a. the Participant:
  - i. is physically or legally incapable of giving consent to the disclosure; or
  - ii. physically cannot communicate consent to the disclosure;
- b. a natural person (the carer) providing a health service for SCF is satisfied that either:
  - i. the disclosure is necessary to provide appropriate care or treatment of a Participant; or
  - ii. the disclosure is made for compassionate reasons;
- c. the disclosure is not contrary to any wish:
  - a. expressed by a Participant before a Participant became unable to give or communicate consent; and
  - b. of which the carer is aware, or of which the carer could reasonably be expected to be aware; and
  - a. the disclosure is limited to the extent reasonable and necessary for a purpose mentioned in paragraph (b).

2.5 For the purposes of clause 2.4, a person is responsible for a Participant if the person is in relation to that Participant:

- a. a parent or guardian;
- b. a child or sibling and at least 18 years old;
- c. a spouse or de facto spouse;
- d. a relative, at least 18 years old and a member of the Participant's household;

- e. exercising an enduring power of attorney granted by the Participant that is exercisable in relation to decisions about the Participant's health;
- f. a person who has an intimate personal relationship with the Participant; or
- g. a person nominated by the Participant to be contacted in case of emergency.

2.6 In clause 2.5:

child includes an adopted child, a step-child and a foster-child.

parent includes a step-parent, adoptive parent and a foster-parent.

relative means a grandparent, grandchild, uncle, aunt, nephew or niece.

sibling includes a half-brother, half-sister, adoptive brother, adoptive sister, step-brother, step-sister, foster-brother and foster-sister.

### **3. DATA QUALITY**

SCF will take reasonable steps to make sure that the personal information it collects, uses or discloses is accurate, complete and up to date.

### **4. DATA SECURITY**

4.1 SCF will take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure.

4.2 Where SCF enters into a contract with any person and SCF's personal information about Constituents could be disclosed to or otherwise accessed by the contractor, SCF must include provisions protecting privacy of that information in the contract. SCF President must be consulted for more specific contractual provisions contemplating the disclosure of SCF's personal information on Constituents to contractors.

4.3 SCF will take reasonable steps to destroy or permanently de identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under clause 2.

### **5. OPENNESS**

5.1 All our data is stored in written and/or electronic form and we maintain physical, electronic and procedural safeguards to protect your personal information. We restrict access to personal information about members to staff and third party providers who need to know that information to deliver our products and services efficiently and effectively. We are committed to ensuring that any personal information you provide to us remains confidential and secure.

5.2 On a Constituent's request, SCF will take reasonable steps to let that Constituent know, generally, what sort of personal information it holds, for what purposes, and how it collects, holds, uses and discloses that information. Generally, all such requests by Constituents should be directed to the SCF President.

### **6. ACCESS AND CORRECTION**

6.1 SCF will provide a Constituent with access to the personal information it holds on that Constituent on request by that Constituent, except to the extent that SCF is not required to do so under NPP 6: Access and Correction.

6.2 All requests for access to and/or correction of personal information by a Constituent must be immediately directed to the SCF President. In assessing the request for access and/or

correction, the SCF President must observe and comply with the procedures in clause 6 of this policy.

6.3 Before supplying any personal information to a Constituent SCF must be reasonably satisfied as to the identity of the Constituent (for example, by asking to see the Constituent's driver's licence).

## **7. IDENTIFIERS**

7.1 SCF will not adopt as its own identifier an identifier of a Constituent that has been assigned by a Commonwealth government agency or any person on behalf of a Commonwealth agency.

Identifier includes a number assigned by an organisation to uniquely identify a Constituent for the purposes of the organisation's operations. However, a Constituent's name is not an identifier.

## **8. ANONYMITY**

Wherever it is lawful and practicable, a Constituent will have the option of not identifying himself or herself when entering transactions with SCF.

## **9. TRANSBORDER DATA FLOWS**

SCF may transfer personal information about a Constituent to someone who is in a foreign country only if:

- a. that Constituent consents to the transfer;
- b. the transfer is necessary for the performance of a contract between that Constituent and SCF, or for the implementation of pre-contractual measures taken in response to a Constituent's request;
- c. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of that Constituent between SCF and a third party;
- d. all of the following apply:
  - i. the transfer is for the benefit of a Constituent;
  - ii. it is impracticable to obtain the consent of a Constituent to that transfer; and
  - iii. if it were practicable to obtain such consent, a Constituent would be likely to give it; or
- e. the SCF has taken reasonable steps to ensure that the information that it has transferred will not be held, used or disclosed by the recipient of the information inconsistently with the NPPs (for example, by adopting appropriate contractual clauses).

## **10. SENSITIVE INFORMATION**

10.1 SCF will not collect sensitive information about a Constituent who is not also a Participant.

10.2 The SCF will not collect sensitive information about a Participant (except as permitted in NPP 10 of the Privacy Act), unless:

- a. that Participant has consented;
- b. the collection is required by law;
- c. the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where that Participant:
  - i. is physically or legally incapable of giving consent to the collection; or
  - ii. physically cannot communicate consent to the collection;
- d. the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

## **11. INQUIRIES PROCEDURE**

11.1 All complaints and inquiries concerning personal information of Constituents must be directed to the SCF President or to [president@scf.asn.au](mailto:president@scf.asn.au). This will ensure that all such matters will be dealt with:

- i. consistently across SCF (rather than having a series of different approaches across SCF); and
- ii. in accordance with applicable law, including the Privacy Act.

## **12. DEFINITIONS AND INTERPRETATION**

12.1 In this Policy:

Club Official means any personnel involved with the administration, management or organisation of a Futsal club (whether paid or unpaid), including employees, consultants, officers and directors.

FFA Partners mean the official partners and suppliers of FFA or the A-League appointed by FFA from time to time, including the broadcasters, the naming rights sponsors, partners and the beverage, playing kit and match ball suppliers.

Health information means:

- a. information or an opinion about:
  - i. a Constituent's health or a disability (at any time);
  - ii. a Constituent's expressed wishes about the future provision of health services to a Constituent; or
  - iii. a health service provided, or to be provided, to a Constituent, that is also personal information;
- b. other personal information collected to provide, or in providing, a health service; or
- c. other personal information about a Constituent collected in connection with the donation, or intended donation, by that Constituent of his or her body parts, organs or body substances.

Match Official means a referee, assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by or on behalf of SCF to assume responsibility in connection with a Futsal match.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Act means Privacy Act 1988 (Cth), as amended from time to time.

Sensitive information means:

- a. information or an opinion about a Constituent's:
  - i. racial or ethnic origin;
  - ii. political opinions;
  - iii. membership of a political association;
  - iv. religious beliefs or affiliations;
  - v. philosophical beliefs;
  - vi. membership of a professional or trade association;
  - vii. membership of a trade union;
  - viii. sexual preferences or practices; or
  - ix. criminal record, that is also personal information; or
- b. health information.

Team Official means any personnel involved with the management, preparation or participation of a Futsal club (whether paid or unpaid), including the coaches, managers, medical staff (including team or match doctor), physiotherapists, gear persons and other support staff.

12.2 Any terms or definitions used but not defined in this Policy have the meaning given to them in the Privacy Act.

12.3 This Privacy Policy is designed to safeguard privacy and to comply with the law and so may need to be varied or changed by SCF from time to time.