**PRIVACY POLICY**

**INTRODUCTION**

Huskisson Vincentia Football Club (**HVFC**) recognises that privacy is important and that an individual has the right to control his or her personal information. HVFC is committed to protecting the privacy of individuals of whom it collects personal information.

HVFC Privacy Policy is consistent with the National Privacy Principles (**NPPs**) set out in Schedule 3 of the Privacy Act 1988 as amended from time to time.

HVFC procedures with respect to personal information are set out below. The term ‘personal information’ refers to any information or opinion about an individual’s whole identity is apparent or can be reasonably ascertained from the information or opinion.

The policy sets out how HVFC handles the personal information it collects, uses, discloses and stores in relation to:

* football participants, including Players, Officials and Agents (**Participants**);
* Persons who register to any football membership program, participation program, newsletter or promotional offer; including ‘My Football Club.’ (Collectively referred to as **Players**).

This policy relates to personal information on Players.

**COLLECTION**

1.1 HVFC will not collect personal information from a Player unless the information is necessary for one or more of HVFC functions or activities.

1.2 HVFC collects personal information about a Player for the following primary purposes:

* compliance with FFA Statutes and HVFC Governing Documentation, including the administration and development of football (if the Player is a Participant);
* organisation, conduct and promotion of Competitions and Matches;
* communication by Football Administrators to a Player; and
* Disclosure to Football Partners (unless a Player has indicated that he or she does not want to receive any communication from Football Partners).

1.3 HVFC collects personal information about a Player in a number of ways, including:

* directly from a Player; for example, when he/she provides information to HVFC by phone, email, in an application form or through HVFC’s websites (including www.footballnsw.com.au; and www.myfootballclub.com.au); and
* From third parties, such as a Football Administrator.

1.4 Where it is reasonable and practicable to do so, HVFC will collect personal information about Players only from the Player. If that Player is a Minor, HVFC may collect personal information from that Minor’s parent or legal guardian.

1.5 If HVFC collects personal information on Player from someone other than the Player (or the Player’s parent or legal guardian), HVFC must take reasonable steps to ensure the Player is made aware of the matters listed in clause 1.6, 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.

1.6 Before or at the time of collection of personal information (or if that is not practicable, as soon as practicable after), HVFC must take reasonable steps to ensure that the individual is aware of:

* the identity of HVFC and how to contact it;
* the fact that the Player can gain access to the information held on him or her;
* the purposes for which the information is collected;
* the organisations (or types of organisations) to which HVFC usually discloses information of that kind;
* any law that requires the information to be collected; and
* The main consequences (if any) for the Player if all or part of the information is not provided.

**USE AND DISCLOSURE**

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

* the Player has consented to the use or disclosure;
* both of the following apply:
* 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
* the Player would reasonably expect HVFC to use or disclose the information for the secondary purpose;
* HVFC reasonably believes that the use or disclosure is necessary to lessen or prevent:
* a serious and imminent threat to an individual’s life, health or safety; or
* a serious threat to public health or public safety;
* HVFC 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;
* the use or disclosure is required or authorised by or under law; or
* HVFC reasonably believes that the use or disclosure is reasonably necessary for one or more of the purposes specified in NPP 2.1(h) by or on behalf of a law enforcement body. If HVFC uses or discloses personal information on this basis, it must make a written note of the use or disclosure.

2.2 HVFC may use the personal information of Players for the secondary purpose of direct communication by a football administrator with which the Player has an indirect relationship, if HVFC has the consent of the Player for such use. In other cases, if the information is not sensitive information, HVFC may use the information for the secondary purpose of direct communication only if the following are satisfied:

* it is impracticable to seek the Player’s consent before that use;
* HVFC will not charge the Player for giving effect to a request by that Player not to receive direct communications;
* the Player has not made a request to HVFC not to receive direct communication;
* HVFC always prominently displays a notice that the Player may express a wish not to receive any further direct communication; and
* Each written direct communication by HVFC with the Player sets out HVFC’s contact details including business address, telephone and fax numbers, and email address.
  1. Despite clause 2.1, HVFC may disclose health information about a Participant to a person who is responsible for that Participant if: the Participant:
* is physically or legally incapable of giving consent to the disclosure; or
* physically cannot communicate consent to the disclosure;
* a natural person (the carer) providing a health service for HVFC is satisfied that either:
* the disclosure is necessary to provide appropriate care or treatment of a Participant; or
* the disclosure is made for compassionate reasons;
* the disclosure is not contrary to any wish:
* expressed by a Participant before a Participant became unable to give or communicate consent; and
* of which the carer is aware, or of which the carer could reasonably be expected to be aware; and
* The disclosure is limited to the extent reasonable and necessary for a purpose mentioned in clause 2.3.2.

2.4 For the purposes of clause 2.3, a person is responsible for a Participant if the person is in relation to that Participant:

* a parent or guardian;
* a child or sibling and at least 18 years old;
* a spouse or de facto spouse;
* a relative, at least 18 years old and a member of the Participant’s household;
* exercising an enduring power of attorney granted by the Participant that is exercisable in relation to decisions about the Participant’s health;
* a person who has an intimate personal relationship with the Participant; or
* A person nominated by the Participant to be contacted in case of emergency.

2.5 In clause 2.4: **“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**

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

**4. DATA SECURITY**

4.1 HVFC 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 HVFC enters into a contract with any person and HVFC’s personal information about Players could be disclosed to or otherwise accessed by that contractor, HVFC must include provisions protecting privacy of that information in the contract. HVFC HR Manager must be consulted for more specific contractual provisions contemplating the disclosure of HVFC’s personal information on Players to contractors.

4.3 HVFC 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 On a Player’s request, HVFC will take reasonable steps to let that Player 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 Players should be directed to the HVFC Registrar.

5.2 HVFC will set out in a document clearly expressed policies on its management of personal information.

**6. ACCESS AND CORRECTION**

6.1 HVFC will provide a Player with access to the personal information it holds on that Player on request by that Player, except to the extent that HVFC 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 Player must be immediately directed to the HVFC committee. In assessing the request for access and/or correction, the HVFC committee must observe and comply with the procedures in clause 6 of this policy.

6.3 Before supplying any personal information to a Player HVFC must be reasonably satisfied as to the identity of the Player (for example, by asking to see the Player’s passport or driver’s licence).

**7. SENSITIVE INFORMATION**

7.1 HVFC will not collect sensitive information about a Player who is not also a Participant.

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

* specifically permitted to do so under HVFC Statutes, including for health, medical and anti-doping testing purposes and investigation of Grievances;
* that Participant has consented;
* the collection is required by law;
* the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where that Participant:
* is physically or legally incapable of giving consent to the collection; or
* physically cannot communicate consent to the collection; or
* The collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

**8. INQUIRIES PROCEDURE**

8.1 All complaints and inquiries concerning personal information of a Player must be directed to the HVFC HR Manager. This will ensure that all such matters will be dealt with:

* consistently across HVFC (rather than having a series of different approaches across HVFC); and
* In accordance with applicable law, including the Privacy Act.

8.2 In this Policy: All inquiries and/or complaints concerning personal information of a Player must be directed to the Legal Counsel of Football NSW. This will ensure that all matters are dealt with:

* Consistently across HVFC.
* In accordance with applicable law.

**DEFINITIONS AND INTERPRETATION**

9 Definitions

***Agent*** means a Player Agent and a Match Agent.

***Club*** means any club registered in accordance with the National Registration Regulations from time to time.

***Club Official*** means any person involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultants, officers and directors and representatives.

***Competition*** means any competition, tournament or league registered with HVFC in accordance with the National Registration Regulations, including the pre-season, season proper, finals series and any post season tournament or knockout cup competition.

***Competition Administrator*** means the entity responsible for the conduct and staging of a Competition.

***HVFC Regulations*** means HVFC’s statutes as promulgated by HVFC from time to time, including its constitution and by-laws and rules and regulations and policies and procedures.

***Football Administrators*** mean HVFC, a Member Federation, a Competition Administrator or a Club (as the case requires) with which the Player has a direct relationship, including registration as a Participation.

***Governing documentation*** includes but not limited to the HVFC constitution, by – laws, regulations, rules, policies, procedures, and directly issued by HVFC from time to time.

***Football Partners*** means any entity that has a partnership sponsorship or supplier agreement with the HVFC, Competition Administrator or Club (as the case requires) with which the Player has a direct relationship, including participation in a Competition.

***Health information means:***

(a) information or an opinion about: (i) a Player’s health or a disability (at any time); (ii) a Player’s expressed wishes about the future provision of health services to a Player; or (iii) a health service provided, or to be provided, to a Player, 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 Player collected in connection with the donation, or intended donation, by that Player of his or her body parts, organs or body substances.

***Match*** means any match staged, participated in, sanctioned by or played under the auspices of HVFC, a Member Federation or a Competition Administrator.

***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 HVFC, a Member Federation or a Competition Administrator to assume responsibility in connection with a Match.

***Member Federation*** means a State, Territory or regional federation or association that is a member of HVFC from time to time.

***Player means*** any person who is, from time to time, registered to a Club or is selected as a member of a National Team, whether that person is male or female, junior or senior or an amateur or professional.

***Sensitive information means:***

(a) information or an opinion about a Player’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 Club’s team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match day doctor), physiotherapists, gear persons and other support staff.

* Any terms or definitions used but not defined in this Policy have the meaning given to them in the HVFC Statutes or the Privacy Act 1988.
* Except for a matter determined in accordance with the Grievance Resolution Regulations, HVFC will interpret all terms of the HVFC Statutes (including this Privacy Policy) and any such interpretation will be final and binding on every person.
* This Privacy Policy is designed to safeguard privacy and to comply with the law and so may need to be varied or changed by HVFC from time to time.