

Wakehurst FC Privacy Policy

Introduction

Football NSW Limited (FNSW) recognises that privacy is important and that an individual has the right to control his or her personal information. FNSW is committed to protecting the privacy of individuals of whom it collects personal information.

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

FNSW 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 FNSW handles the personal information it collects, uses, discloses and stores in relation to:

- (a) football participants, including Players, Officials and Agents (Participants);
- (b) persons who register for any FNSW sanctioned accreditation or licensing program;
- (c) persons who purchase tickets to Matches, including State Championships, State League and State Team Matches; or
- (d) persons who register to any football membership program, participation program, newsletter or promotional offer; including 'My Football Club.' (Collectively referred to as Constituents).

This policy relates to personal information on Constituents.

1. Collection

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

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

- 1.2.1 compliance with FFA Statutes and FNSW Governing Documentation, including the administration and development of football (if the Constituent is a Participant);
- 1.2.2 organisation, conduct and promotion of Competitions and Matches;
- 1.2.3 communication by Football Administrators to a Constituent; and
- 1.2.4 disclosure to Football Partners (unless a Constituent has indicated that he or she does not want to receive any communication from Football Partners).

1.3 FNSW collects personal information about a constituent in a number of ways, including:

- 1.3.1 directly from a constituent; for example, when he/she provides information to FNSW by phone, email, in an application form or through FNSW's websites (including www.footballnsw.com.au; and www.myfootballclub.com.au); and
- 1.3.2 from third parties, such as a Football Administrator.

1.4 Where it is reasonable and practicable to do so, FNSW will collect personal information about Constituents only from the Constituent. If that Constituent is a Minor, FNSW may collect personal information from that Minor's parent or legal guardian.

1.5 If FNSW collects personal information on Constituent from someone other than the Constituent (or the Constituent's parent or legal guardian), FNSW must take reasonable steps to ensure the Constituent 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), FNSW must take reasonable steps to ensure that the individual is aware of:

1.6.1 the identity of FNSW and how to contact it;

1.6.2 the fact that the Constituent can gain access to the information held on him or her;

1.6.3 the purposes for which the information is collected;

1.6.4 the organisations (or types of organisations) to which FNSW usually discloses information of that kind;

1.6.5 any law that requires the information to be collected; and

1.6.6 the main consequences (if any) for the Constituent if all or part of the information is not provided.

2. Use and Disclosure

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

2.1.1 the Constituent has consented to the use or disclosure;

2.1.2 both of the following apply:

2.1.2.1 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

2.1.2.2 the Constituent would reasonably expect FNSW to use or disclose the information for the secondary purpose;

2.1.3 FNSW reasonably believes that the use or disclosure is necessary to lessen or prevent:

2.1.3.1 a serious and imminent threat to an individual's life, health or safety; or

2.1.3.2 a serious threat to public health or public safety;

2.1.4 FNSW 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;

2.1.5 the use or disclosure is required or authorised by or under law; or

2.1.6 FNSW 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 FNSW uses or discloses personal information on this basis, it must make a written note of the use or disclosure.

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

2.2.1 it is impracticable to seek the Constituent's consent before that use;

2.2.2 FNSW will not charge the Constituent for giving effect to a request by that Constituent not to receive direct communications;

2.2.3 the Constituent has not made a request to FNSW not to receive direct communication;

2.2.4 FNSW always prominently displays a notice that the Constituent may express a wish not to receive any further direct communication; and

2.2.5 each written direct communication by FNSW with the Constituent sets out FNSW's contact details including business address, telephone and fax numbers, and email address.

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

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

2.4.1 the Participant:

2.4.1.1 is physically or legally incapable of giving consent to the disclosure; or

2.4.1.2 physically cannot communicate consent to the disclosure;

2.4.2 a natural person (the carer) providing a health service for FNSW is satisfied that either:

2.4.2.1 the disclosure is necessary to provide appropriate care or treatment of a Participant; or

2.4.2.2 the disclosure is made for compassionate reasons;

2.4.3 the disclosure is not contrary to any wish:

2.4.3.1 expressed by a Participant before a Participant became unable to give or communicate consent; and

2.4.3.2 of which the carer is aware, or of which the carer could reasonably be expected to be aware; and

2.4.4 the disclosure is limited to the extent reasonable and necessary for a purpose mentioned in clause 2.4.2.

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:

2.5.1 a parent or guardian;

2.5.2 a child or sibling and at least 18 years old;

2.5.3 a spouse or de facto spouse;

2.5.4 a relative, at least 18 years old and a member of the Participant's household;

2.5.5 exercising an enduring power of attorney granted by the Participant that is exercisable in relation to decisions about the Participant's health;

2.5.6 a person who has an intimate personal relationship with the Participant; or

2.5.7 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

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

4.3 FNSW 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 Constituent's request, FNSW 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 FNSW HR Manager.

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

6. Access and Correction

6.1 FNSW 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 FNSW 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 FNSW Legal Counsel. In assessing the request for access and/or correction, the FNSW Legal Counsel must observe and comply with the procedures in clause 6 of this policy.

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

7. Identifiers

FNSW 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 (other than a Participant for registration purposes) will have the option of not identifying himself or herself when entering transactions with FNSW.

9. Sensitive Information

9.1 FNSW will not collect sensitive information about a Constituent who is not also a Participant.

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

9.2.1 specifically permitted to do so under FNSW Statutes, including for health, medical and anti-doping testing purposes and investigation of Grievances;

9.2.2 that Participant has consented;

9.2.3 the collection is required by law;

9.2.4 the collection is necessary to prevent or lessen a serious and imminent threat to the life or health of any individual, where that Participant:

9.2.4.1 is physically or legally incapable of giving consent to the collection; or

9.2.4.2 physically cannot communicate consent to the collection; or

9.2.5 the collection is necessary for the establishment, exercise or defence of a legal or equitable claim.

10. Inquiries Procedure

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

10.1.1 consistently across FNSW (rather than having a series of different approaches across FNSW); and

10.1.2 in accordance with applicable law, including the Privacy Act.

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

10.2.1 Consistently across FNSW.

10.2.2 In accordance with applicable law.

11. Definitions and Interpretation

11.1 Definitions

Agent means a Player Agent and a Match Agent.

Club means any club registered with FNSW in accordance with the National Registration Regulations from time to time. A reference to Club includes a club admitted by:

(a) a Competition Administrator to field a team in a Competition; or

(b) FNSW to field a team in a National League or a National Championships.

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 FNSW 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.

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

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

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

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

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

Match Agent means a person licensed to act as a match agent by FIFA or FFA from time to time. A current list of FFA licensed match agents is available on FFA website, www.footballaustralia.com.au, or on request.

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 FNSW, 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 FNSW from time to time.

State Championships means any male and female national championships staged or sanctioned by FNSW from time to time, including the state youth championships.

State League means any men's and women's national club competitions conducted under the auspices of FNSW from time to time. Official means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, consultant, officer or director of FNSW, a Member Federation or a Competition Administrator; or
- (c) a member of a council, committee, panel or body constituted by FNSW, a Member Federation or a Competition Administrator.

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.

Player Agent means a:

- (a) person licensed to act as a player agent by a national football association recognised by FIFA. A current list of FNSW licensed player agents is available on FNSW's website, www.footballaustralia.com.au, or on request;
- (b) parent, sibling or spouse of the Player; or
- (c) person legally authorised to practise as a lawyer in compliance with the rules in force in Australia.

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 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.

11.2 Any terms or definitions used but not defined in this Policy have the meaning given to them in the FNSW Statutes or the Privacy Act 1988 (Cth).

11.3 Except for a matter determined in accordance with the Grievance Resolution Regulations, FNSW will interpret all terms of the FNSW Statutes (including this Privacy Policy) and any such interpretation will be final and binding on every person.

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