

PRIVACY PROTECTION

Definitions

1. In this Schedule,
 - (a) "**access**" means disclosure by the provision of access;
 - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*, RSBC 1996 c.165, as amended from time to time;
 - (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by Consultant as a result of this agreement or any previous agreement between BCLC and Consultant dealing with the same subject matter as this agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act;
 - (e) "**service provider**" means a person retained under a contract to perform services for BCLC;
 - (f) "**third-party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies; and
 - (g) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable BCLC to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, Consultant is aware of and complies with its statutory obligations under the Act with respect to personal information.

Acknowledgements

3. Consultant acknowledges and agrees that
 - (a) it is a BCLC service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to Consultant in respect of personal information;
 - (b) unless this agreement otherwise specifies, all personal information used in the performance of this agreement in the custody of Consultant is and remains under the control of BCLC; and

- (c) unless this agreement otherwise specifies or BCLC otherwise directs in writing, Consultant may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of Consultant's obligations, or the exercise of Consultant's rights, under this agreement.

Collection of personal information

- 4. Unless this agreement otherwise specifies or BCLC otherwise directs in writing, Consultant may only collect or create personal information that relates directly to and is necessary for the performance of Consultant's obligations, or the exercise of Consultant's rights, under this agreement.
- 5. Consultant must collect personal information directly from the individual the information is about unless:
 - (a) BCLC provides personal information to Consultant;
 - (b) this agreement otherwise specifies; or
 - (c) BCLC otherwise directs in writing.
- 6. Unless this agreement otherwise specifies or BCLC otherwise directs in writing, where Consultant collects personal information directly from the individual the information is about, Consultant must inform the individual of:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of an officer or employee of BCLC, as provided by BCLC, who can answer the individual's questions about the collection.

Accuracy of personal information

- 7. Consultant must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by Consultant or BCLC to make a decision that directly affects the individual the information is about.

Requests for access to personal information

- 8. If Consultant receives a request for access to personal information from a person other than BCLC, Consultant must promptly advise the person to make the request to BCLC unless this agreement expressly requires Consultant to provide such access. If BCLC has advised Consultant of the name or title and contact information of an official of BCLC to whom such requests are to be made, Consultant must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

- 9. Within 5 business days of receiving a written direction from BCLC to correct or annotate any personal information, Consultant must annotate or correct the information in accordance with the direction.

10. When issuing a written direction under section 9, BCLC must advise Consultant of the date the correction request to which the direction relates was received by BCLC in order that Consultant may comply with section 11.
11. Within 5 business days of correcting or annotating any personal information under section 9, Consultant must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to BCLC, Consultant disclosed the information being corrected or annotated.
12. If Consultant receives a request for correction of personal information from a person other than BCLC, Consultant must promptly advise the person to make the request to BCLC and, if BCLC has advised Consultant of the name or title and contact information of an official of BCLC to whom such requests are to be made, Consultant must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

13. Without limiting any other provision of this agreement, Consultant must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, Consultant will ensure that all personal information is securely segregated from any information under the control of by the Consultant or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of Consultant or third parties.

Storage and access to personal information

14. Consultant must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by BCLC, by supporting BCLC with completion of such assessments as may be required by law.
15. Consultant must not change the location where personal information is stored without receiving prior written authorization of BCLC.
16. Without limiting any other provision of the agreement, Consultant will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Consultant will provide a copy of the access log to BCLC upon request.

Retention of personal information

17. Unless this agreement otherwise specifies, Consultant must retain personal information until directed by BCLC in writing to dispose of it or deliver it as specified in the direction. If disposal is required by BCLC, Consultant must advise BCLC in writing once the disposal is complete.

Use of personal information

18. Unless BCLC otherwise directs in writing, Consultant may only use personal information if that use is for the performance of Consultant's obligations, or the exercise of Consultant's rights, under this agreement. For clarity, unless this agreement otherwise specifies or BCLC otherwise directs in writing, Consultant must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze

personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

19. Where Consultant has or generates metadata as a result of services provided to BCLC, where that metadata is personal information, Consultant will:
 - (a) not use it or disclose it to any other party except where this agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of personal information

20. Unless BCLC otherwise directs in writing, Consultant may only disclose personal information to any person other than BCLC if the disclosure is for the performance of Consultant's obligations, or the exercise of Consultant's rights, under this agreement.
21. Unless this agreement otherwise specifies or BCLC otherwise directs in writing, Consultant must not disclose personal information outside Canada.
22. If in relation to personal information, Consultant:
 - (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that Consultant knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,subject to section 23, Consultant must immediately notify BCLC.
23. If Consultant receives a third-party request described in section 22(a) or (b) but is unable to notify BCLC as required by section 22, Consultant must instead:
 - (a) use its best efforts to direct the party making the third-party request to BCLC;
 - (b) provide BCLC with reasonable assistance to contest the third-party request; and
 - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by BCLC as a "public body" under the Act;
 - (ii) the application of the Act to Consultant as a service provider to BCLC; and
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for Consultant to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

24. In addition to any obligation Consultant may have to provide the notification contemplated by section 30.5 of the Act, if Consultant knows that there has been an unauthorized disclosure of personal information, Consultant must immediately notify BCLC.

Inspection of personal information

25. In addition to any other rights of inspection BCLC may have under this agreement or under statute, BCLC may, at any reasonable time and on reasonable notice to Consultant, enter on Consultant's premises to inspect any personal information in the possession of Consultant or any of Consultant's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and Consultant must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and BCLC's Information Security requirements

26. Consultant must in relation to personal information comply with:
- (a) the requirements of the Act applicable to Consultant as a service provider, including any applicable order of the Commissioner under the Act, any regulation made under the Act, and the terms of this Schedule;
 - (b) BCLC's information security requirements in respect of the personal information as may be provided to Consultant from time-to-time; and
 - (c) any direction given by BCLC under this Schedule.
27. Consultant acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
28. Consultant will provide BCLC with such information as may be reasonably requested by BCLC to assist BCLC in confirming Consultant's compliance with this Schedule.

Notice of non-compliance

29. If for any reason Consultant does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, Consultant must promptly notify BCLC of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of agreement

30. In addition to any other rights of termination which BCLC may have under this agreement or otherwise at law, BCLC may, subject to any provisions in this agreement establishing mandatory cure periods for defaults by Consultant, terminate this agreement by giving written notice of such termination to Consultant, upon any failure of Consultant to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Consultant" in this Schedule includes any subcontractors or agent retained by Consultant to perform obligations under this agreement and Consultant must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

33. The obligations of Consultant in this Schedule will survive the termination of this agreement.
34. If a provision of this agreement (including any direction given by BCLC under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, or an applicable order of the Commissioner under the Act, the conflicting provision of this agreement (or direction) will be inoperative to the extent of the conflict.
35. Consultant must comply with the provisions of this Schedule despite any conflicting provision of this agreement or the law of any jurisdiction outside Canada.