

Collection and Storage of Electronic Information

BACKGROUND

As the BC Games Society expands its use of online registration and electronic means to conduct its business, steps must be taken to ensure that personal information is protected and that current laws are adhered to in the receiving, storing, maintaining and/or disclosing of information.

Bill 13 – 2001 *Electronic Transaction Act* dictates how the BC Games Society (and its Host Societies) will receive, store, and use information received in electronic format. This Act was used as the starting point for the development of this policy.

The Freedom of Information and Protection of Privacy Act (FOIPPA) dictates how information received by the BC Games Society (and its Host Societies) can be used. The implications of FOIPPA are outlined in the Protection of Information Policy.

APPLICABLE PARAMETRES OF BILL 13 - 2001

DEFINITIONS

"**electronic**" means created, recorded, transmitted or stored in digital or other intangible form by electronic, magnetic, or optical means or by any other similar means.

"**electronic agent**" means a computer program, or other electronic means, used to initiate an activity or to respond to electronic information, records or activities, in whole or in part, without review by an individual at the time of the response or activity.

"**electronic signature**" means information in electronic form that a person has created or adopted in order to sign a record and that is in, attached to, or associated with, the record.

The use of "in writing" and "signature" and other similar words and expressions does not by itself prohibit the use of information or records in electronic form.

Consent by a person to provide, receive, or retain information or a record in electronic form may be inferred from the person's conduct.

The requirement that a record be in writing is satisfied if the record is:

- (a) in electronic form, and
- (b) accessible in a manner usable for subsequent reference.

The requirement that a person provide information or a record in writing is satisfied if the person provides the information or record in electronic form and the information or record is:

- (a) accessible in a manner usable for subsequent reference, and
- (b) capable of being retained in a manner usable for subsequent reference.

The requirement that a person provide information or a record organized in a specified non-electronic form is satisfied if the person provides the information or record electronically and the information or record is:

- (a) organized in the same or substantially the same manner as the specified non-electronic form,
- (b) accessible in a manner usable for subsequent reference, and
- (c) capable of being retained in a manner usable for subsequent reference.

The requirement that a person provide an original record is satisfied by the provision of the record in electronic form if:

- (a) there exists a reliable assurance as to the integrity of the record in electronic form, and
- (b) the record in electronic form is accessible and is capable of being retained by that person in a manner usable for subsequent reference.

A requirement that a person retain an original record is satisfied by the retention of the record in electronic form if there exists a reliable assurance as to the integrity of the record.

For the purposes noted above,

- (a) the criterion for assessing integrity is whether the record has remained complete and unaltered, apart from the introduction of changes that arise in the normal course of communication, storage and display, and
- (b) the standard of reliability required must be assessed in view of the purpose for which the record was created and other relevant circumstances.

A requirement to retain a record is satisfied by the retention of the record in electronic form if:

- (a) the record is retained in the format in which it was created, provided or received, or in a format that does not materially change the record,
- (b) the record will be accessible in a manner usable for subsequent reference by any person who is entitled to have access to the record or who is authorized to require its production, and
- (c) on provision or receipt of the record, the information, if any, that identifies the origin and destination of the record and the date and time when it was sent or received is also retained.

A record in electronic form is deemed not to be capable of being retained if the person providing the record inhibits the printing or storage of the record by the recipient.

If there is a requirement for the signature of a person, that requirement is satisfied by an electronic signature.

Unless the parties agree otherwise, an offer or the acceptance of an offer, or any other matter that is material to the formation or operation of a contract, may be expressed:

- (a) by means of information or a record in electronic form, or
- (b) by an activity in electronic form, including touching or clicking on an appropriately designated icon or place on a computer screen or otherwise communicating electronically in a manner that is intended to express the offer, acceptance or other matter.

A contract is not invalid or unenforceable solely by reason that information or a record in electronic form was used in its formation.

A contract may be formed by the interaction of an electronic agent and an individual or by the interaction of electronic agents.

An electronic record created by an individual with an electronic agent of another person is invalid and unenforceable if the individual made a material error in the record and

- (a) the electronic agent did not provide the individual with an opportunity to prevent or correct the error,
- (b) the individual notifies the other person of the error as soon as practicable after the individual learns of the error and indicates that he or she made an error respecting the electronic record,
- (c) the individual takes reasonable steps, including steps that conform to the other person's instructions, to return the consideration received, if any, as a result of the error or, if instructed to do so, to destroy the consideration, and
- (d) the individual has not used or received any material benefit or value from the consideration, if any, received from the other person.

Unless the originator and addressee agree otherwise, information or a record in electronic form is sent when it enters an information system outside the control of the originator or, if the originator and the addressee are in the same information system, if the information or record becomes capable of being retrieved and processed by the addressee.

If information or a record is capable of being retrieved and processed by an addressee, the information or record in electronic form is deemed, unless the contrary is proven, to be received by the addressee

- (a) when it enters an information system designated or used by the addressee for the purpose of receiving information or records in electronic form of the type sent, or
- (b) if the addressee has not designated or does not use an information system for the purpose of receiving information or records in electronic form of the type sent, on the addressee becoming aware of the information or record in the addressee's information system.

Unless the originator and the addressee agree otherwise, information or a record in electronic form is deemed to be sent from the originator's place of business and is deemed to be received at the addressee's place of business. If the originator or the addressee has more than one place of business, the place of business is that which has the closest relationship to the underlying transaction to which the information or record in electronic form relates or, if there is no underlying transaction, the principal place of business of the originator or the addressee. If the originator or the addressee does not have a place of business, the references to "place of business" are to be read as references to "habitual residence".

POLICY

Any online registration or collection information processes established by the BC Games Society will:

- maintain the integrity of the records as they are provided in electronic form;
- maintain the records complete and unaltered (apart from any changes that arise in the normal course of communication, storage, and display);
- maintain records in a manner that is accessible;
- maintain records in a manner that make them usable for subsequent reference by any person who is entitled to have access to the records or who is authorized to require their production;
- retain records in the format in which they were created, provided, or received, or in a format that does not materially change the records;
- where applicable, identify the origin and destination of the records as well as the date and time when each record was sent or received;
- provide an individual with the opportunity to provide appendices, changes, or updates his/her record, while the online site is live. In the case of participant registration, only the Zone Representative or Provincial Advisor has access to the site, the individual does not ; and
- require an electronic signature;
 - the provision of the electronic signature will require the person to have accepted the terms of participation in the BC Games (as outlined in the hold harmless clause). In the case of participant registration, this is not applicable.
- Maintain the records as detailed in the Protection of Information Policy

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