

AMS User Terms and Privacy Notice

Australian Institute of Sport - November 2019

1. Introduction

- (a) The Athlete Management System (**AMS**) is a national athlete information database operated by the ASC.
- (b) In accessing the AMS, you agree to comply with the provisions set out in these AMS User Terms and Privacy Notice (collectively '**the Terms**').
- (c) The Terms include important obligations relating to:
 - (i) the way in which you may access and use the AMS (clauses 2.1 and 2.2);
 - (ii) notification of changes to your circumstances (clauses 2.1 and 2.2);
 - (iii) compliance with security requirements and laws (clauses 2.3 and 2.5);
 - (iv) compliance with privacy requirements (clauses 2.4 and 3); and
 - (v) acknowledgements you provide (clauses 2.6, 2.7 and 2.8).
- (d) Definitions used in the Terms are at clause 4.
- (e) The ASC may vary the Terms at any time by notice to Users, including by notice through the AMS.

2. AMS User Terms

2.1 Access and use

- (a) You may only access and use the AMS if you have been authorised in writing to do so by the ASC or your Participant Organisation.
- (b) You may only access those sections of the AMS to which you have been specifically granted access and data permissions by the ASC or your Participant Organisation.
- (c) You may only use data you obtain from the AMS where you are expressly permitted in writing to do so by your Participant Organisation. In particular, your ability to reproduce that data, provide it to third parties and destroy it is strictly controlled. You acknowledge that you will obtain a comprehensive understanding of these restrictions from your Participant Organisation before any such use.
- (d) You acknowledge that the ASC may suspend or remove your right to access and use the AMS at any time by notice. In such circumstances you must cease all use of the AMS and not further use any data sourced from the AMS.
- (e) You must inform AMS Support as soon as possible of any changes to your role with your Participant Organisation (such as cessation of engagement or change of role).

2.2 Health practitioners

- (a) If you are a health practitioner, including a medical, physiotherapy or psychology practitioner, and your use of the AMS is in that capacity, you may only use the AMS if you are registered as a practitioner by AHPRA.
- (b) If there is any change to your AHPRA registration status, you must inform AMS Support as soon as possible.

2.3 Security

- (a) You agree to comply with all security policies, protocols and activities (no matter how named) of which you are notified, in connection with access to, and use of, the AMS.
- (b) You agree not to introduce any Harmful Code into the AMS or engage in any unauthorised access, modification or use of the AMS.
- (c) You must:
 - (i) keep your AMS username and password secure and not allow any other person to use them to access or use the AMS;
 - (ii) secure devices or computers while logged on to the AMS; and
 - (iii) contact AMS Support as soon as possible if you suspect the security of your password has been compromised.

2.4 Privacy and Personal Information

- (a) By registering as a User of the AMS, or by electing to remain an ongoing User of the AMS, you acknowledge and consent to the ASC holding and managing Personal Information in the AMS in accordance with the Privacy Notice.
- (b) You must not:
 - (i) enter in the AMS any Personal Information about another individual without the express written consent of that other individual; or
 - (ii) disclose to third parties any Personal Information of another individual in the AMS except in accordance with the Privacy Notice.

2.5 Compliance with laws and policies

In accessing and using the AMS, you must comply with:

- (a) all applicable laws, including privacy laws; and
- (b) all applicable ASC, NSO and SIS/SAS policies, including codes of conduct, privacy and online media policies.

2.6 User activity

You acknowledge that all of your activity on the AMS is recorded and retained by the ASC indefinitely for audit and evidentiary purposes.

2.7 Risk and release

- (a) You acknowledge that the ASC provides you with access to the AMS on an 'as is' basis.
- (b) You further acknowledge that, to the maximum extent permitted by law, the ASC makes no warranties or representations:

- (i) that any information contained in the AMS is complete, accurate, reliable or up-to-date; and
 - (ii) that your access to the AMS will be available when required or that your use will be uninterrupted.
- (c) You assume the sole risk of using the AMS and interpreting and applying the data in the AMS and, to the extent permitted by law, the ASC excludes and you release the ASC from, all liability, loss, damage, cost or expense (including indirect and consequential loss and damage) suffered by you, or any other person, however arising due to your use of, or reliance on, the AMS or the AMS data, any inability to access the AMS or the AMS data or any damage to your computer systems or loss of your data.

2.8 Breach of Terms

- (a) The ASC may remove your access to the AMS if you breach the Terms.
- (b) If a breach of the Terms also constitutes a breach of an applicable law or ASC, NSO or SIS/SAS policy, you acknowledge you may be subject to further action.

3. Privacy Notice

3.1 General

- (a) The ASC may collect and use Personal Information in the AMS (including Sensitive Information) for any of the following functions under section 7 of the *Australian Sports Commission Act 1989* (Cth):
 - (i) to develop and implement programs for the recognition and development of:
 - (A) persons who excel, or who have the potential to excel, in sport; and
 - (B) persons who have achieved, or who have the potential to achieve, standards of excellence as sports coaches, umpires, referees or officials essential to the conduct of sport;
 - (ii) to initiate, encourage and facilitate research and development in relation to sport;
 - (iii) to undertake research and development related to sports science and sports medicine;
 - (iv) to provide sports medicine services and sports science services to persons participating in programs of the ASC;
 - (v) to co-operate with national and international sporting organisations in aiming to foster a sporting environment that is free from the unsanctioned use of performance enhancing drugs and doping methods.
- (b) The following Personal Information of Users may be collected in the AMS, either directly from a User or from another authorised User such as an athlete's health practitioner, coach or an authorised administrator:
 - (i) name, address, date of birth, medicare details, financial details, travel/passport details, emergency contact details, social media account details;

- (ii) NSO and SIS/SAS membership and scholarship details;
 - (iii) AOC and APC athlete details;
 - (iv) medical injury/illness and treatment information;
 - (v) training information; and
 - (vi) data from integrated wellbeing and monitoring tools (such as fitness tracking devices).
- (c) The ASC is bound by the provisions of the Privacy Act, including the APPs.
 - (d) The APPs govern how the ASC collects, holds, uses and discloses Personal Information.
 - (e) If further information about this Privacy Notice is required, please contact the ASC Privacy Officer at privacy@ausport.gov.au.

3.2 Consequences if the ASC does not collect your Personal Information

If the ASC does not collect your Personal Information within the AMS:

- (a) you will not be registered as a User and will not be able to use the AMS;
- (b) the ASC may be unable to provide you with its services;
- (c) your ability to receive medical services from ASC health practitioners may be compromised;
- (d) your injury and illness prevention may be compromised; and
- (e) the ASC's ability to support you and your Participant Organisation may be compromised.

3.3 ASC Privacy Policy

- (a) The ASC Privacy Policy contains information about the way the ASC manages Personal Information, including:
 - (i) information about how you may access your Personal Information held in the AMS and seek correction of that information; and
 - (ii) information about how you can complain about a breach of the APPs and how the ASC will deal with such a complaint.
- (b) The ASC Privacy Policy is available on the ASC website at https://www.sportaus.gov.au/legal_information/privacy_policy or by request to the ASC Privacy Officer at privacy@ausport.gov.au.

3.4 Third parties

- (a) The ASC may contract with a third party service provider to host or manage the AMS system.
- (b) The ASC may also allow certain training, health and wellness monitoring platforms and Australian pathology providers to enter and delete Personal Information about Users on the AMS.

- (c) This Privacy Notice does not apply to third-party websites, products or services that may link to the AMS. You should consult such third parties' privacy notices for information on their use of Personal Information.

3.5 Use of athlete Personal Information

- (a) The ASC (including its employees and contractors) and other Users with the relevant systems permissions will be able to use and disclose Personal Information contained in the AMS for one or more of the ASC's purposes outlined in clause 3.1(a) above.
- (b) An athlete User's Personal Information may also be used and disclosed as follows:
 - (i) by the ASC for the purposes of including the Personal Information in the AMS and administering the AMS;
 - (ii) by the ASC where required by law or for the purpose of carrying out the ASC's statutory functions;
 - (iii) without limitation to the above, by the ASC for the purposes of the athlete's management and support;
 - (iv) by the athlete's SIS/SAS (if applicable) for the purposes of the athlete's management and support;
 - (v) by the athlete's NSO for the purposes of the athlete's management and support;
 - (vi) by the athlete's coaches for the purpose of coaching the athlete;
 - (vii) by health practitioners for the purpose of treating the athlete;
 - (viii) by ASADA for any purpose relevant to ASADA's statutory functions;
 - (ix) by the AOC, PA or CGA (if applicable) for the purposes of supporting the athlete to compete in national and international competition.

3.6 Security

The ASC is committed to safeguarding Personal Information used and stored in the AMS. When using Firefox or Chrome internet browsers to input or access information in the AMS, a Secure Socket Layer (SSL) system protects the information using both server authentication and data encryption. Information stored in the AMS is hosted, managed and encrypted according to industry standards.

3.7 Overseas disclosure

The AMS is hosted in Australia. However, Personal Information held in the AMS may be disclosed overseas in limited circumstances for the purposes of providing sport or athlete services in accordance with the terms of the ASC Privacy Policy.

3.8 De-identified data

- (a) Data may be generated from athlete Personal Information in the AMS (including health information) and de-identified to remove the identity of individuals.
- (b) Such de-identified data is not Personal Information and consequently is not subject to the Privacy Act or the ASC Privacy Policy.
- (c) The ASC may use and disclose to third parties such de-identified data for any purpose, including research and commercial purposes.

4. Definitions

In the Terms:

- (a) **AHPRA** means the Australian Health Practitioner Regulation Agency.
- (b) **AIS** means the ASC when operating under the name ‘Australian Institute of Sport’.
- (c) **AMS** means the Athlete Management System (its system, platform and storage and any successor system, platform or storage) operated by the AIS.
- (d) **AOC** means the Australian Olympic Committee Inc.
- (e) **APPs** means the Australian Privacy Principles.
- (f) **ASADA** means the Australian Sports Anti-Doping Authority or any successor Commonwealth agency carrying out equivalent statutory functions.
- (g) **ASC** means the Australian Sports Commission, which also operates under the names ‘AIS’ and ‘Sport Australia’.
- (h) **CGA** means Commonwealth Games Australia Limited.
- (i) **Harmful Code** means any virus, disabling or malicious device or code, ‘worm’, ‘trojan’, ‘time bomb’ or other harmful or destructive code.
- (j) **NSO** means an Australian national sporting organisation.
- (k) **PA** means the Australian Paralympic Committee Ltd trading as Paralympics Australia.
- (l) **Participant Organisation** means an NSO, SIS/SAS or any third party commissioned by an NSO that has entered into an AMS Access Agreement with the ASC.
- (m) **Personal Information** has the same meaning as defined in the Privacy Act.
- (n) **Privacy Act** means the *Privacy Act 1988* (Cth).
- (o) **Sensitive Information** is a subset of Personal Information and has the same meaning as defined in the Privacy Act. It includes health information, which in turn includes information or an opinion about an illness, disability or injury (at any time) of an individual or a health service provided, or to be provided, to an individual.
- (p) **SIS/SAS** means a State or Territory Institute or Academy of Sport.
- (q) **User** means any user of the AMS, including an athlete user.

5. Support

- (a) For general AMS queries, please contact AMS Support at ams@ausport.gov.au.
- (b) For privacy queries, please contact the ASC Privacy Officer at privacy@ausport.gov.au.