

Nestlé Canada Inc.  
Privacy Policies and Practices  
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## Glossary of Terms

"Access" means to provide Personal Information to the individual who is the subject of the Personal Information

"Access Request" means a request for information as to the existence, use or disclosure of an individual's Personal Information and/ or for access to, or a copy of, the information

"Alternative format" means a format that allows a person with a sensory disability to read or listen to personal information

"Chief Privacy Officer" or "CPO" means an individual designated by the organization to be accountable for Nestlé Canada's compliance with privacy laws and the Nestlé Canada Privacy Program

"Commissioner" means a Privacy Commissioner appointed under applicable privacy laws

"Contractor" means an individual (other than an employee) or an organization which provides services to Nestlé Canada under the direction and control of Nestlé Canada under a contract or an agency relationship with Nestlé Canada

"Disclose" and "Disclosure" means to provide Personal Information to an individual or entity outside of Nestlé Canada

"Employee" means:

- an individual employed by Nestlé Canada on a permanent, part-time or temporary basis; or
- an individual who has been interviewed and is under consideration for employment with Nestlé Canada or
- a partner or a director, officer or other office-holder of Nestlé Canada or
- an apprentice, volunteer, participant or student

"Explicit consent" the consent is collected directly from the individual and usually in written format but in any case in a non ambiguous manner

"Organization" includes an association, enterprise, partnership, corporation, natural person and trade union

"Personal Information" means information about an identifiable individual, other than (except in Quebec)

- the name, title, business address /e-mail address, telephone, fax number or any other such contact information of an employee of an organization

-certain prescribed publicly available information, including the name, address and telephone number of a subscriber in a public telephone directory where the subscriber can refuse to be included in the directory

-personal information in a business or professional directory or listing available to the public where the collection, use or disclosure of such information relates directly to the purpose for which the information appears in the directory or listing

-*"Personal Information"* means in Quebec, any information which relates to a natural person and allows that person to be identified

"Personally Identifiable Information" or "PII" means any PI that can be attributed to a unique individual

*"Third party"* means an organization, an agent or contractor acting on behalf of Nestlé Canada.

*"Sensitive Information"* refers to any information relating to an individual's financial or health matters, ethnic or religious affiliations, philosophical or political beliefs or similar information or other Personal Information that is sensitive in the context

*"Processing"* is any operation or set of operations which is performed on any type of personal information whether or not by automatic means

# The Privacy Principles at Nestlé Canada

## Accountability

This policy covers Nestlé Canada Inc. and its affiliates, including Nestlé Nutrition, Nestlé Health Science, and Nestlé Waters Canada. Nestlé Canada has designated one person as its Chief Privacy Officer (the "CPO"), who is generally accountable for Nestlé Canada's compliance with this Policy with applicable privacy laws and or directing the privacy program. That individual's title and contact information are communicated internally to all staff, publicized on the Nestlé Canada website and made available upon request.

The CPO is a member of or reports to and is subject to review by senior management.

The CPO or members of the Compliance Committee should be consulted by any staff member when issues arise involving the collection, use, handling, disclosure, retention or destruction of Personal Information. Nestlé Canada requires any manager or Compliance Team member to whom any privacy concern is expressed to report the concern to the CPO.

## Identifying Purpose

Nestlé Canada identifies the purposes for which Personal Information is collected, at or before the time of collection, either directly or in writing (either electronically or on paper), except where required or permitted by law.

Nestlé Canada exchanges, uses or discloses Personal Information only for the purposes for which the individual provided the information or for which the individual could reasonably expect such information to be exchanged, used or disclosed. If such information is used for new purposes Nestlé Canada will obtain a new consent.

If Nestlé Canada or any employee or entity on behalf of Nestlé Canada intends to collect, use or disclose information for a new purpose for which consent may not be reasonably implied and which is not required by law, the following steps must take place:

- such new purpose must be approved by the CPO;
- the new approved purpose must be added to the Schedule to these Policies and Practices and the amended Schedule must be made public;
- the individual must be advised of the new purpose; and
- a new consent must be obtained from the individual.

## Consent

### *Obtaining Consent*

Depending on the circumstances, (and except in Quebec) Nestlé Canada may rely on express consent or implied consent. In Quebec consent shall only be explicit.

Except in Quebec, an individual may imply consent by registering for or requesting a product or service, or not replying to an offer from Nestlé Canada to be removed from a mailing list or to advise Nestlé Canada of an intention to withdraw consent.

An individual may express consent orally, in writing or electronically. Where consent is expressed electronically, Nestlé Canada will be able to produce a printed or paper form of the electronic consent.

Where information is sensitive or where Nestlé Canada engages in targeted marketing using sensitive information, Nestlé Canada relies on express consent.

Nestlé Canada generally collects Personal Information directly from the individual, and generally gets consent at or before the time of the collection. From time to time, Nestlé Canada may identify a new purpose for the Personal Information it has already collected. If consent may not reasonably be implied, Nestlé Canada will get a new consent.

Nestlé Canada does not make consent a condition of the provision products, services or information from individuals except to the extent reasonably necessary to provide the product or service.

The law permits organizations to collect, use and disclose PII without consent in certain limited circumstances, such as when legal or security reasons make getting consent impracticable. Nestlé Canada does not collect, use or disclose Personal Information in reliance on any legal exceptions without the approval of the CPO and legal.

### *Withdrawal of Consent*

Individuals have a legal right to withdraw their consent, on reasonable notice, to a collection, use or disclosure, subject to legal or contractual restrictions.

Nestlé Canada specifies the implications of withdrawing or varying consent to the individual at the time the consent is withdrawn.

Nestlé Canada specifies the reasonable notice required for withdrawal or variation of consent, at the time of obtaining the consent, at the time the withdrawal is made, or in publicly available information about its policies and practices, depending on the circumstances.

Where possible, Nestlé Canada specifies how an individual may withdraw or vary consent to the collection, use and disclosure of Personal Information either at the time of obtaining the consent or in publicly available information about its policies and practices.

Withdrawal shall be to the CPO or their delegate. Contact information for the CPO will be available on the website, by calling any Nestlé Canada office or at the time of collection.

In certain cases, for a legal or business purpose and as approved by the CPO, Nestlé Canada will be obligated to retain certain Personal Information in order to give effect to an individual's opt out or variance or withdrawal of consent.

## **Limiting Collection**

Nestlé Canada limits the collection of PI to

- that which is necessary to fulfill the purposes identified to the individual at or before the time of collection, or
- to purposes which may reasonably be implied, or
- to new purposes where a new consent is obtained.

Nestlé Canada does not collect information that is not obviously necessary to supply a membership benefit, product or service or to advise members and customers about membership benefits, products and services that may be of interest to them or for legal or operational purposes or except as otherwise permitted or required by law.

When collecting, Nestlé Canada will specify whether the information sought is obligatory or voluntary and will specify the consequences of failure to supply.

Except as provided in this Privacy Policy, Nestlé Canada collects Personal Information from a person other than the individual concerned, only with consent of the individual concerned or approval of the CPO.

## **Limiting Use, Disclosure and Retention \***

### ***Use and Disclosure***

Nestlé Canada will use PI only for the purposes it was collected or a subsequent consent was obtained for new purposes. We use your PI in order to

- identify you and communicate with you as you requested
- administer our contests, promotions, newsletters, loyalty programs
- we may aggregate data to in order to study trends or create statistics but no personally identifiable data will be used.

Depending on the sensitivity of the PII, access is limited to those employees of Nestlé Canada or organizations collecting, using or disclosing Personal Information on Nestlé Canada's behalf, who need to know the information to carry out a purpose for which Nestlé Canada has consent, or which is otherwise permitted or required by law.

If all or part of Nestlé Canada is sold or merged or otherwise transferred to another organization, the Personal Information associated with that part of the organization may be transferred as part of that transaction. However, Nestlé Canada will at the time of the transaction take reasonable steps (including entering into any agreements required) to ensure that the receiving organization will use and disclose the transferred Personal Information for the purposes for which it was collected (or any secondary purposes for which there is consent), for purposes related to the prospective business transaction and in a manner consistent with this Policy. Where required, (eg. British Columbia) Nestlé Canada will ensure the appropriate notices of the transfer and disclosure of Personal Information has been provided to employees, customers, directors and shareholders, as the case may be. Nestlé Canada will obtain assurances that if the transaction is not completed, the receiving organization will return or destroy the transferred information.

Nestlé Canada may from time to time outsource an administrative function to a contractor. When Personal Information is transferred or disclosed in these circumstances, Nestlé Canada requires the contractor to treat the information in a manner consistent with the treatment of Personal Information by Nestlé Canada including only using the information for identified purposes and where the organization is communicating with the individual for marketing or fundraising purposes, providing an opportunity to opt out in each communication.

### **Retention**

Nestlé Canada retains Personal Information only so long as is necessary to fulfill the identified purposes, and for legal or internal business purposes and as required by law.

Nestlé Canada has identified information that can be returned to the individual upon request e.g. in Alberta, if it is the Personal Information of a candidate for employment who is not hired and the candidate requests it.

Nestlé Canada's Records Management policy provides for a schedule for retention and destruction of information as required or permitted by law and as required by the organization.

\*See schedule A for further information.

At times some PI may be stored in the USA or Switzerland under contractual agreements regarding use , retention and destruction.

### **Accuracy**

Nestlé Canada makes reasonable efforts to keep information as accurate, complete and up to date as necessary to fulfill the identified purposes, and updates PI where necessary.

Nestlé Canada relies on individuals to advise it of any changes to PI that they have previously provided to the organization.

We encourage individuals to use the options available on the website .

Alternatively individuals may contact the privacy office as listed at the end of this Policy.



When the individual is a resident of Quebec, Nestlé Canada will provide a copy of the PI showing the addition, deletion, or modification upon request..

## **Safeguards**

Nestlé Canada uses security safeguards to protect the security of the Personal Information in the control of Nestlé Canada from loss, theft, unauthorized access, use, disclosure, duplication or modification. Such safeguards take into account the sensitivity of the Personal Information.

Such security safeguards may include electronic, physical and organizational procedures and processes, for example:

- physical security, such as locks on cabinets and doors, and secure access to premises
- procedural and organizational measures, such as limiting employee access to information through levels of authorization to process or access different types of Personal Information
- electronic security such as passwords or encryption
- employee contractual agreements re confidentiality
- employee training

Access to personal information is granted on a “need to know basis”. Managers are responsible for determining who has a need to access Personal Information, and who has the authority to copy, modify or dispose of the information. Managers are responsible for managing access with changes in positions.

Nestlé Canada periodically undergoes internal audits of its security safeguards.

## **Openness**

Nestlé Canada makes available, on its website, and on request, detailed information that explains its privacy policies and procedures. The publicly available information shall include;

- address and contact numbers of the privacy office
- the means of gaining access to Personal Information held by Nestlé Canada;
- a description of the type of Personal Information held by Nestlé Canada, including a general account of its use;
- an explanation of the policies and practices; and
- information about what type of information is made available to other organizations if any

## **Individual Access**

### **General**

The CPO or his delegate is responsible for dealing with all requests for access. Request must be made in

writing for access to Personal Information on the Access to Personal Information form. Nestlé Canada responds within 30 days, either with the Personal Information in accordance with the Access Procedure, below, or with a refusal and reasons for such refusal, or with a notice of extension or with advice as to the fee to be charged. Each of the foregoing procedures is set out below.

Where an individual makes an access request, Nestlé Canada retains the Personal Information which is the subject of any request until the individual making the request is given full access to the information or the individual's rights of recourse are exhausted.

### *Extensions*

Except in Quebec, where the information must be provided within 30 days (no extensions), if meeting the 30 day time limit is impracticable because it would unreasonably interfere with Nestlé Canada's operations, or because additional time is required to convert the Personal Information into an alternative format, or for other reasons permitted by law, Nestlé Canada may extend the time to respond by sending a notice of the extension to the individual. The notice will advise the individual of the new time limit, the reasons for the extension and the individual's right to complain to the Office of the Privacy Commissioner.

### *Fee*

Nestlé Canada may charge a fee (such fee shall be minimal, reasonable and may cover the cost of transcription, reproduction or transmission). Nestlé Canada will advise the individual and provide 30 days for the individual to accept the fee and confirm the access request. Failure to respond shall be deemed a withdrawal, and Nestlé Canada shall notify the individual of the deemed withdrawal. A further 30-day period will be provided for the individual to advise that the request is not withdrawn. If the request is not withdrawn or deemed withdrawn, access will be granted in accordance with the Access Procedure.

### *Access Procedure*

Nestlé Canada will take steps to confirm the identity and authority of the individual, and will inform such individual of the existence, use and disclosure of his or her Personal Information and provide a copy of, or access to, the Personal Information. Nestlé Canada will also provide a list of organizations to which the Personal Information may have been disclosed, and will explain any abbreviations or codes used in the information.

Generally, unless required by law to withhold such information, Nestlé Canada will identify the source of the Personal Information.

Nestlé Canada will arrange for the conversion of any information into an alternative format where requested by an individual, except where the nature or extent of the information makes the request unreasonable.

All Access Requests shall be recorded, and monitored by the CPO or his delegate, who reviews all information that is to be provided to the individual requesting access, to ensure that the following information is not released and where possible is severed:

- Confidential commercial information (and in British Columbia, if the information has the potential to harm the competitive position of Nestlé Canada)

-Personal information of a third party (if third party consents to disclosure, the CPO obtains written confirmation of such consent)

-Information protected by solicitor-client privilege

-Information that could reasonably be expected to threaten the life or security of another individual

-Information that has been generated in the course of a formal dispute resolution process (in British Columbia, where the information is created or collected by a mediator or arbitrator in the course of a mediation or arbitration); or

-Information that was collected without knowledge or consent of the individual where it was reasonable to expect that knowledge and consent would compromise the availability or accuracy of the information and the collection was reasonable for purposes related to a breach of an agreement or a contravention of a law of Canada or a province.

And in British Columbia:

-Information that could reasonably be expected to cause immediate or grave harm to the safety or to the physical or mental health of the individual who made the request

-Information that would reveal the identity of an individual who has provided personal information about another individual and the first individual does not consent to the disclosure of his or her identity.

-Information collected without consent for the purposes of an investigation where the investigator and associated proceedings and appeals have not been completed.

The CPO is responsible for review of the information and any decision to refuse access and for any required severing of information.

### ***Refusals***

If Nestlé Canada refuses to provide access to Personal Information, it will give notice to the individual making the request, informing the individual of

- the reasons for the refusal and the statutory provision on which the refusal is based;

- the individual's right to make a complaint to the Office of the Privacy Commissioner of Canada or to a provincial privacy commissioner as the case maybe; and

- the name, title, and contact information of an officer or employee of Nestlé Canada who can answer questions about the refusal; and

Such notice will be provided within 30 days (or 45 days in Alberta), plus any permitted extensions

(except that there are no extensions permitted in Quebec).

## Challenging Compliance

An individual may make an inquiry or complaint in writing to the Nestlé Canada Privacy Office as below.

Nestlé Canada takes all privacy concerns seriously, and will investigate every complaint, and seek to resolve it to the satisfaction of the individual.

Nestlé Canada has procedures to deal with complaints or challenges to the accuracy of Personal Information, which include documenting the complaint or inquiry or challenge, and proceeding *to a* formalized mediation process if the individual wishes to do so or if the complaint cannot be resolved satisfactorily on a more informal basis.

Nestlé Canada, if necessary, will amend these Privacy Policies and Practices if a complaint is justified. In any event, Nestlé Canada will inform each individual of the outcome of the process.

Privacy Office  
Nestlé Canada  
25 Sheppard Avenue West  
North York, Ontario  
M2N 6S8  
or by telephone 1-800-387-4636 (9-5 eastern time Mon-Fri) or  
by [email: privacy.enquiry@ca.Nestlé.com](mailto:privacy.enquiry@ca.Nestlé.com)

## Schedule A

### *PURPOSES FOR THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION*

**This Schedule "A" documents the current purposes for the collection, use and disclosure of personal information by Nestlé Canada. These purposes are subject to review and amendment; where such purposes are amended, any such amendments will also be made to this Schedule "A". This Schedule "A" is current as at December 30, 2010.**

Nestlé Canada collects personal information only for legitimate purposes, e.g., to supply a product or service and related purposes; for finance, credit, audit, quality assurance and risk management purposes; to establish, manage or terminate a contractual relationship between the individual and Nestlé Canada; or to comply with Nestlé Canada's obligations under applicable law.

#### *Consumer*

Nestlé Canada and its affiliates may collect, use or disclose personal information to provide products and services and to administer memberships in such programs, such as in Nestlé Baby Program.

We also collect, use and disclose personal information to provide information about other products and services that may be of interest to the consumer, to satisfy ongoing service requirements, to respond to inquiries and complaints, to help us develop new products and improve existing products, to enhance our services and to ensure the continuing quality of our products and services.

In this respect, we and third parties providing services to us or providing products or services ordered by the consumer from or through us, may exchange, hold and use personal information for the purpose of providing the product or service or benefit.

Nestlé Canada may also collect, hold, use and disclose consumer personal information to improve product quality and to develop new products; to respond to customer concerns, complaints and inquiries. Nestlé Canada may also use anonymized personal information in a statistical or aggregated form for research and marketing purposes.

Nestlé Canada will not use or disclose personal information for any new purpose without first advising the consumer of the purpose and obtaining consent to the use or disclosure, except as required or permitted by applicable law.

#### *Suppliers/Customers*

Nestlé Canada collects, holds, uses and discloses Personal Information for the purposes of assessing and ensuring the credit worthiness of suppliers and customers and for the purpose of determining the continuing viability of such suppliers and customers when entering into or renewing contracts for supply of products to and from such suppliers or customers.