

Gift Acceptance & Disclosure Policy

Background:

The Winnipeg Foundation (The Foundation), established in 1921 under a special Act of the Manitoba Legislature, is made up of community endowments created by individuals and groups.

The Foundation has created both vision and mission statements which this policy document is intended to support.

The Need for Policy Statements:

This policy is designed to provide guidance to the public to help facilitate the gift-giving process. The policy is important to ensure that donors are fully informed, and their gifts are made in a manner consistent with their objectives. It clarifies the roles, responsibilities, and expectations of both The Foundation and its donors.

This policy also provides guidance for The Foundation's Board decision making. It ensures that gifts to The Foundation are made in accordance with legal regulations and ethical guidelines that promote consistent practices and exercise fiduciary responsibility and protect The Foundation from unforeseen financial consequences.

And finally, the policy makes clear The Foundation's intent to build mutually beneficial long-term relationships with donors. The policy provides a framework that enables donors and Foundation representatives to work together, providing the most effective benefits to our community, consistent with The Foundation's and donors' broad philanthropic wishes.

Gift Acceptance Policies:

1. The responsibility to accept gifts lies with the Board of Directors of The Foundation and its Development Committee (Committee) as set out in the Mandate of the Committee. The Committee has delegated authority to the CEO for acceptance of all gifts other than those outlined in this Policy. The CEO has the authority to direct undesignated gifts to a particular Foundation initiative which has been approved by the Board. In the case of a letter of wishes, the direction provided for unspecified gifts will be carried out when possible.

In times when the direction in perpetuity letters, agreements, letters of wishes and the will, or other such documents cannot be followed, the Board of Directors, through the authority of its



Act, may depart from the donor's directions or from the trusts or conditions attached, having considered a recommendation from the CEO.

2. The Foundation will abide by all laws governing the charitable sector for both Canadian and US gifts and, as such, will issue charitable tax receipts for all eligible donations, in accordance with both Canadian and US regulations.
3. The Foundation endorses the following Donor principles:
 - a. To be informed of The Foundation's mission, of the way The Foundation intends to use gifts effectively and for their intended purposes.
 - b. To be informed of the identity of those serving on The Foundation's Board of Directors and standing Committees, and to expect the Board to exercise prudent judgment in its stewardship responsibilities.
 - c. To have access to The Foundation's most recent audited financial statements.
 - d. To be assured gifts will be used for the purposes for which they were given.
 - e. To receive appropriate, timely acknowledgement and recognition.
 - f. To be assured that information about their gift is in accordance with The Foundation's own privacy policies. (Appendix E – Privacy Policy)
 - g. To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature.
 - h. To feel free to ask questions when making a gift and to receive prompt, truthful and forthright answers.
4. Foundation volunteers, friends and staff members are authorized to promote and encourage philanthropy. The types of deferred gifts to be offered include bequests, gifts of residual interests, charitable remainder trusts, gifts of life insurance policies and proceeds, and such other gift arrangements as the Board of Directors may from time to time approve. (Appendix A – Types of Gifts).
5. Persons acting on behalf of The Foundation shall inform, serve, guide or otherwise assist donors who wish to support The Foundation's activities, but not to engage in actions which might be perceived as inappropriate or directive. The persons must act in accordance with The Conflict of Interest Policy. (Appendix D – Conflict of Interest)



6. Persons acting on behalf of The Foundation shall, as a preferred practice, encourage donors to discuss any proposed gift with independent legal and/or tax advisors (of the donor's choice) to ensure a donor receives a full and accurate explanation of all aspects of any proposed charitable gift.
7. Senior staff members are authorized to evaluate, negotiate, accept or decline gifts and gift agreement for both current and planned gifts with prospective donors following guidelines approved by the Board of Directors.
8. All standard fund or gift agreements have been approved by The Foundation's legal counsel. Agreements with special conditions may require approval by The Foundation's Board.
9. All fund and gift agreements will clearly identify that it is the responsibility of the Board of Directors to approve all disbursements in accordance with the appropriate policies of The Foundation. These agreements will also state that the fund will be charged fees in accordance with the Fees Policy. (Appendix C – Fee Policy). Other policies related to specific fund types have been approved by the Board and are available upon request.
10. All fund and gift agreements must be reviewed and signed by two Foundation signing authorities. (Appendix B - Use of the Gift).
11. The Board of Directors reserves the right to decline any gift based on lack of consistency with The Foundation's mission; desire of the donor to exert unacceptable conditions or controls over disbursement that contravene any of The Foundation's policies; cost-of-ownership implications related to administration time, management and marketability of a gift; unacceptable risks; gifts that are illegal; or other factors agreed to by the Board of Directors.
12. General administrative costs are covered by The Foundation.
13. Gift related costs such as legal fees, appraisals, real estate commissions and taxes relating to acceptance, maintenance, management or re-sale of a gift of property, will normally be the responsibility of the donor, unless The Foundation, upon prior agreement, agrees to assume responsibility for any portion of these items.
14. The Foundation may obtain independent assessment of the value of a gift of property.
15. The Foundation will not serve as executor of a donor's will or trustee of a charitable remainder trust. All staff and Board and Committee members shall adhere to The Foundation's Conflict of Interest Guidelines. (Appendix D – Conflict of Interest Policy)



16. Donors' wishes regarding recognition or anonymity related to their gift will be respected, provided that any recognition is congruent with The Foundation's usual standards of practice and legal requirements.
17. The Development Committee will monitor and review the Gift Acceptance Policy on a periodic basis to assure its relevancy.
18. These Gift Acceptance Policies may be amended at any time by a majority vote of the Board of Directors.

Gift Disclosure Policies:

1. The Foundation's privacy policy guides how individual information is disclosed in printed or electronic materials. (Appendix A – Types of Gifts).
2. It is the policy of The Foundation to make public a Statement of Funds, which names all funds, together with the amount of the gift(s) comprising same. The founder of any fund or a donor may request that the fund and/or gift be listed as Anonymous.
3. It is also the policy of The Foundation to make public, the recipients of all monies distributed through responsive grant making by The Foundation during the previous fiscal year.
4. Donors and gift amounts are available to the fund holder, unless a donor requests their gift to be anonymous.
5. For tribute gifts (memorial, birthday, anniversary, graduation, etc.) the honoree is notified of all donors' gifts unless a donor wishes to remain anonymous. No individual gift amounts are divulged; only fund balances.
6. Where a formal fund agreement has been executed, the founder(s) of the fund may request that the text of the agreement, but not its existence, remain confidential, except as required by law or by the normal operation of The Foundation.



APPENDIX A

TYPES OF GIFTS

1. Outright Gifts

a. Giving Cash

Gifts of cash, whether by cheque, money order, or direct debit deposit are considered to be gifts of cash on the date The Foundation has received the gift. Exception to the policy takes place at both The Foundation's year end (September 30th) and December 31st. Where a cheque is considered to have been given on the day it was mailed. For example, a gift sent by mail, if postmarked in December, qualifies as a charitable donation in that tax year, even if it is not received until January. The receipted amount will be equal to the cash or cash equivalent received.

b. Credit Card Gifts

A gift by credit card is considered to have been made on process date. The receipted amount will be equal to the credit card amount processed.

c. Gift of Securities

Publicly-traded securities are securities that are regularly traded on a public stock exchange and mutual fund units.

i. Electronically held securities:

The receipted value of a gift will be the closing price of the securities on the date the gift has been received by The Foundation's custodian or broker. There may be exceptions to the valuation of the gift at the discretion of senior staff members.

ii. Physical securities:

The receipted value of a gift will be the closing price of the securities on the date physically received at The Foundation's office or its representative's locations.

Private company shares are not publicly traded and therefore these securities present special concerns. Gifts of such closely-held securities may only be accepted after consultation with the Committee.

d. Gifts of Other Appreciated Property

All other gifts of appreciated property may only be accepted after consultation with the Committee. The ready marketability of property, the carrying costs, and potential



environmental risks, are among the factors considered in determining acceptance of a gift.

e. Life Insurance

The assignment of ownership of a life insurance policy will be accepted by The Foundation. A tax receipt will be issued for the cash surrender value of a policy at the time of the donation. The payment of annual premiums is also a gift that generates an official receipt for income tax purposes. If unforeseen circumstances prevent a donor from completing the payment schedule, The Foundation will assess, on an individual basis, whether The Foundation will honour the payment schedule if the use of the funds is for discretionary grant making. On receipt of the death benefit, the premiums paid by The Foundation and lost investment income will be applied to the death benefit proceeds resulting in the net proceeds being contributed to the Fund. Any exceptions from the current policy will be at the discretion of the CEO to permit a deviation from the Policy which will be reported to the Committee if they occur.

If a gift was to pay to a specific charity, then the charity will be asked to continue the payments otherwise the cash surrender value of the policy will be realized.

In addition to the above, The Foundation may be the beneficiary of a life insurance policy. A tax receipt will be issued upon receipt of the proceeds of the policy at the time of death. The receipted amount will be equal to value of the gift received as described above.

The donor of a gift of insurance has the option to pay for an actuarial valuation of the insurance policy and, in receiving the valuation, The Foundation will tax receipt the gift of the insurance policy at the actuarial value.

The Foundation has the option to accept gifts of insurance with the obligation to pay future premiums outright based on an assessment that it is favourable to do so considering the gift will create a fund for community building or field of interest.

f. Gifts received from United States

The Winnipeg Foundation USA, Inc. has been created to receive gifts from sources in the United States. Receipted amount will be in U.S. dollars. Administrative fees will be charged on gifts that are flowed to other charitable organizations.

2. Deferred Gifts

Deferred gifts, where a donor arranges a gift now but retains the use of, or the income from the property, will be accepted.



a. Bequest

Over the years, The Foundation has accepted many bequests. A bequest can be in the form of a specific amount or the residue of the Estate. The Foundation provides suggested wording for a will which should be reviewed with a professional advisor. The receipted amount will be equal to value of the gift received as described above.

b. Life Insurance

The Foundation may be the beneficiary of a life insurance policy. A tax receipt will be issued upon receipt of the proceeds of the policy at the time of death. The receipted amount will be equal to value of the gift received as described above.

c. Gift of Retirement Fund Accumulations

An individual can donate all or a portion of an RRSP or RRIF during their lifetime. The Foundation may also be made a beneficiary of the RRSP or RRIF, which The Foundation will receive upon an individual's death. The receipted amount will be equal to value of the gift received as described above.

d. Charitable Remainder Trusts

A charitable remainder trust is a deferred giving arrangement, by which a donor transfers property (cash, securities or real estate) to a trustee. The donor retains the right to income from the trust, either for life or a specified term of years. The Foundation has irrevocable title to the assets when the donor dies. The tax receipted amount will be equivalent to the present value of the assets at the time of transfer to the trust.

e. Gifts of Residual Interest

A gift of residual interest allows a donor to make a gift of property, receive a charitable tax receipt, and retain use of that property during his/her lifetime. The tax receipt amount will be equivalent to the present value of the "residual interest". However, the donor remains responsible for maintaining the property.



APPENDIX B

USE OF THE GIFT

1. Gifts Held as Capital in Perpetuity:

The principal mission of The Foundation is to serve as a vehicle for donors to support their community through the creation of permanent endowment funds. The annual spending policy amount generated by these funds is distributed as grants.

2. Donations Other Than to Endowment:

a. Flow Through Funds:

In working with existing donors as they create their philanthropic plans, The Foundation also accepts, from time to time, gifts that are not intended to be held as endowment funds. The Foundation exercises broad discretion whether or not to accept such gifts. The intent of the donor is to see the gift distributed over a specified period of time. Investment income earned on these types of gifts is used by The Foundation to defray administrative costs as administration fees will not normally be charged. General practice is if the donor does not have an endowment fund with The Foundation costs, such as brokerage fees, or other general costs may be charged at the discretion of senior management. Therefore, the net gift is transferred. Such gifts will be receipted as "flow through" gifts.

b. Term Endowment Funds:

Gifts made to create term endowment funds are generally treated similarly to permanent endowments, with the intent that the capital will be disbursed over an agreed period. The Foundation exercises broad discretion whether or not to accept such gifts. Investment income will be allocated to the fund and administrative and investment fees will be charged. Disbursements of capital will be made in accordance with the mutually agreed upon terms stated in the fund agreement at the time the fund is established.

3. Restrictions on Gifts:

The needs of our community are continually changing and in order to respond effectively to grant applications, or pressing community needs, The Foundation encourages gifts that are, at least in part, "undesignated" or if preferred by the donor, designated to one of the following five charitable causes:

- Children, Youth, and Families (community services)



- Literacy, Education and Employment
- Health, Wellness and Recreation
- Arts, Culture and Heritage
- Environment and Animal Welfare **(effective, October 1, 2018)**

This allows The Foundation future discretion to support community projects that may emerge as priorities or be identified by charitable agencies. While The Foundation understands that discretionary revenue is important to preserve flexibility and responsiveness, it welcomes gifts for all manner of charitable purposes, including those made to establish funds intended to support specific agencies or programs.

4. Benefit to Donor:

The nature of any charitable gift is that a donor cannot expect material consideration (financial benefits, or opportunities for other persons not at arm's length) to flow from the gift, nor, after a gift has been made, to direct The Foundation on how it must apply the spending policy related to the gift with the exception of mutually agreed upon capitalizations.

A donor may, however:

- a. Advise The Foundation from time to time on how he or she wishes the annual grant making amount from the gift to be applied, through a "donor advised" arrangement; or
- b. Establish, at the time a gift is made, limitations on the uses to which the gift may be put. For example, a donor may "designate" particular charities or charitable purposes for which a gift is made. He or she may subsequently waive or loosen or amend such restrictions.
- c. Create a "Scholarship" fund which is another option providing awards for academic achievement and/or financial need.



APPENDIX C

THE FEE POLICY OF THE WINNIPEG FOUNDATION

Investment Fees—All Funds

The Winnipeg Foundation may annually recoup from all funds the actual audited investment costs incurred during the fiscal year of The Foundation.

These actual costs will include investment manager fees, custodial costs, other consulting costs related to investment matters and any costs associated with dedicated investment staff of The Foundation.

The Foundation has the authority to charge these costs on a quarterly basis in accordance with the approved Investment Expenses Budget.

Administrative Fees—All Funds

The Winnipeg Foundation may annually recoup from all funds a portion of its operating expenses. The recovery amount shall be determined by the Board of Directors of The Winnipeg Foundation, taking into account the actual annual costs incurred in operating The Winnipeg Foundation. The current Administrative Fee rate is set at 0.5%.

The Administrative Fee will be charged to all funds at the beginning of the fiscal year based on the opening fund balance (market value).

Administrative Fees for funds over \$10 million

After a Fund reaches a market value greater than \$10 million, The Winnipeg Foundation may consider an adjusted fee schedule recognizing the economies of scale in the administration of larger funds. Such fee schedule adjustments must take account of overall revenues available to support Foundation operations. The ultimate goal of The Foundation's administrative fee policy for funds in excess of \$10 million (market value) is a phased in reduction such that should the endowment balance ever reach \$100 million, the average administration fee overall for that fund would be 0.25%.

Management of The Winnipeg Foundation is authorized to develop a phased in approach consistent with this ultimate goal provided that any schedule revisions are approved annually by the Board as part of the budget process.



APPENDIX D

CONFLICT OF INTEREST POLICY

A statement of principle

Integrity is a core value of The Winnipeg Foundation and all actions of the Board, management and staff are founded on the principle of ethical community leadership.

The Board, management and staff are conscious of the possible or perceived conflict of interest which may arise in the normal course of business or as a result of Board Members being connected to charitable organizations which have received, or may apply for, a grant from The Winnipeg Foundation. At the same time, it is recognized that the process of selection of Board Members inherently involves seeking individuals that are, and will continue to be, active in the community. Likewise, The Winnipeg Foundation does not desire to deprive other charitable organizations, although they may be prospective applicants, from seeking the involvement and expertise of our Board Members.

It is in this context that the following policy is adopted:

Definitions

“Integrity” means conducting all affairs of The Winnipeg Foundation in an honest, forthright and impartial manner and building our community relationships on the basis of respect for the values, perspectives and aspirations of others.

“Conflict of interest” means a perceived, potential or actual conflict of interest between the unbiased exercise of judgment on behalf of The Winnipeg Foundation and:

- a perceived, potential or actual obligation to a person or organization that might benefit from special consideration related to a grant application; or
- a perceived, potential or actual benefit accruing to an individual, corporation, partnership, other business enterprise or non-profit organization of which the Board or staff member or volunteer or a person in his or her immediate family (“immediate family” includes anyone living in the same household) is an officer, director, partner or substantial shareholder.



Policy Provisions

1. Obligation to Declare:

Upon consideration of any application for funding assistance from an organization with which the Director or staff member is affiliated, that affiliation shall be disclosed. The individual so affiliated shall declare a conflict and leave the room during discussions and shall not vote or use personal influence on Board action. The abstention shall be noted in the Minutes.

- It is the responsibility of each Member of the Board to advise the Secretary of organizations with which the Member or his/her immediate family have affiliation, and which have received a grant from The Winnipeg Foundation in the past or might reasonably be expected to apply for a grant in the future. Foundation staff, when made aware of these potential conflicts, shall list such potential conflicts of interest on the meeting agenda. To facilitate this process and as a reminder of the policy, the Secretary shall circulate a copy of the Conflict of Interest Policy at the first Board meeting in December of each year and immediately thereafter to all Directors and staff not in attendance at this meeting.
- It is the responsibility of the Chief Executive Officer to assure that the Board is aware of any potential staff conflicts of interest resulting from a staff member or his/her immediate family having affiliation with an organization, which has received a grant from The Winnipeg Foundation or might reasonably be expected to apply for a grant in the future.
- No employee shall participate in the decision making process surrounding a grant application where there is a perceived, potential or actual conflict of interest. As a general rule, staff can take an active role in community organizations even where those organizations are prospective grant recipients provided that no employee shall participate in the decision making process surrounding a grant application where there is a perceived, potential or actual conflict of interest. As part of this policy, the Chief Executive Officer shall ask each staff member to identify on an annual basis those organizational relationships which could potentially result in the need to declare a conflict. This list shall be included on a Board Governance Committee agenda each year.

A declaration of a conflict of interest shall not affect the quorum of the meeting.

2. Confidentiality of Information:

Information about community projects reviewed by The Winnipeg Foundation is not generally considered to be confidential but some guidelines do apply:

- It is expected by applicants that information will be used with discretion;



- No information obtained through involvement with The Winnipeg Foundation is to be used for personal gain;
- The Board acts as a whole and positions of individual Board Members during deliberations are not disclosed – the privacy of discussion pertaining to Board decisions shall be respected;
- Third party opinions provided with respect to grant applications, are treated in confidence; and
- Donor requests regarding confidentiality are always respected.

Matters related to personnel, litigation and property transactions are considered private.

3. Full Disclosure:

No undisclosed or unrecorded asset or account is to be held or established for any purpose at The Winnipeg Foundation. No false or misleading entries will be made in the books and records of The Winnipeg Foundation for any reason. No payments will be approved or made with the knowledge or intention that any part is to be used for any purpose other than that described in the supporting documentation.

4. Non-monetary Transactions:

No Member of the Board or staff of The Winnipeg Foundation shall use for personal gain or advantage The Foundation's facilities, equipment, mailing lists, computer data, employee time or other assets.

5. Acceptance of Gifts:

No Board member, officer, employee or volunteer shall accept gifts (other than of nominal nature) or use their position at The Winnipeg Foundation to obtain personal gain from those doing or seeking to do business with The Winnipeg Foundation.

6. Non-Compliance:

The Chairman or the Chief Executive Officer, as the case may be, shall assess the circumstances surrounding any non-compliance with this policy and shall make a recommendation to the Board of Directors.



7. Orientation Program:

This Conflict of Interest Policy shall form part of the orientation of every Board Member, employee and volunteer of The Winnipeg Foundation.

8. Public Statement:

The Annual Report of The Winnipeg Foundation shall include a brief statement, referencing adherence to a written conflict of interest policy.



APPENDIX E

THE WINNIPEG FOUNDATION PRIVACY POLICY

The <http://www.wpgfdn.org> (the "Website") is operated by The Winnipeg Foundation (the "Foundation"). The Foundation is committed to protecting the privacy of the personal information of its donors, employees, users of the Website, and other stakeholders. The Foundation values the trust of those we deal with, and of the public, and recognizes that maintaining this trust requires that we be transparent and accountable in how we treat the information that is shared with us. This Privacy Policy explains how The Foundation collects, uses, and discloses the personal information you may provide while using the Website and any other websites or microsites operated by The Foundation, including any tools, apps, forums, event registration pages, social media pages, contest entries, blogs, purchases and/or donations or grants (collectively, the "Websites" or the "Website").

By using the Websites, you consent to the collection, use and disclosure of your personal information by The Foundation in accordance with this Privacy Policy.

1. Definitions

For the purposes of this Privacy Policy, the following words and variations thereof have the following meanings:

"collection" means the act of gathering, acquiring, recording, or obtaining personal information from any source, including third parties, by any means.

"consent" means voluntary agreement with the collection, use and disclosure of personal information for defined purposes. Consent can be either express or implied and can be provided directly by the user or by an authorized representative. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from a user's action or inaction.

"disclosure" means making personal information available to a third party.

"electronic communications" means the electronic publications, newsletter, blog, and announcements provided by The Foundation to users.

"employee" means an employee of The Foundation, and for the purpose of this Privacy Policy only, includes independent and other contractors performing services within The Foundation.



“Foundation account” means an online account for which a user must register by creating a username and password, including a donor account and a grant application account.

“personal information” means information about an identifiable individual but not aggregated information that cannot be associated with a specific individual. For a registered user, such information may include (but is not limited to) donation and grant information, billing information, account information, donation and grant records, and any recorded complaints.

“third party” means an individual other than the user, or the user's agent, or an organization outside The Foundation.

“use” means the treatment, handling, and management of personal information by and within The Foundation.

“user” means an individual who uses the Website or Websites, including anyone who accesses or visits the Website or Websites.

2. Collection

During your use of the Websites, you may be asked to voluntarily provide the following personal information if the personal information is reasonably required to provide the services accessed, used or requested by you:

- a. information that you provide when you become a registered user of a Foundation account or otherwise complete forms on the Websites, such as your name, email and postal address, and telephone number;
- b. your log-in and password details in connection with any account that you set up with The Foundation, including your username;
- c. information that you provide to The Foundation in order to give donations, including credit card information;
- d. information that you provide to The Foundation in order to apply for and receive a grant, including a list of the board of directors and officers of your organization;
- e. your correspondence with Foundation employees, including any questions, concerns or comments you may have about the Websites or problems that you report;
- f. comments that you may post to the Websites; and



- g. details of your transactions and requests made through the Websites.

3. Purpose of Collection and Use of Personal Information

The Foundation collects your personal information and will use your personal information as is reasonably required for the following purposes:

- a. if you are a registered user of a Foundation account, to establish and maintain your Foundation account and to provide the ongoing services that you request;
- b. to respond to questions, comments, requests or complaints that you submit to The Foundation;
- c. to process your donations;
- d. to provide income tax receipts, where applicable;
- e. to process grant applications;
- f. to invest and administer Foundation funds;
- g. to process your registration for certain events;
- h. to provide you with the electronic communications you request;
- i. to grant you access to post information to The Foundation's blog;
- j. to edit and moderate comments posted to The Foundation's blog and to otherwise administer The Foundation's blog;
- k. to track communications with you;
- l. to improve your experience of the Websites, including to customize website settings;
- m. to analyze use of the Websites and to improve the Websites;
- n. to verify the identities and account information of registered users who are giving or receiving monies through The Foundation;
- o. where donors have not requested anonymity, to report to the public the names of all The Foundation's endowment funds and the names of donors;
- p. to fulfill a purpose that we disclose to you when we request your personal information; and
- q. to meet legal and regulatory requirements.

Personal information gathered by The Foundation is kept in confidence. Foundation employees are authorized to access personal information based only on their need to deal with the information for the reason(s) for which it was obtained. Personal information will only be collected and used by authorized employees in a manner consistent with the activities of The Foundation. We do not rent, sell or otherwise disclose any of the personal information you provide to The Foundation, other than for those purposes identified above. We do not share or otherwise disclose any of the personal information you provide to The Foundation, other than as expressly set out in this Privacy Policy.



4. Disclosure

The Foundation may disclose your personal information to:

- a. its employees, agents and service providers for the purpose of enabling these parties to perform a business, professional, charitable or technical support function for The Foundation;
- b. a person who, in the reasonable judgment of The Foundation, is seeking the information as your agent;
- c. the public, where the personal information is about a donor who has not requested anonymity and the personal information is being disclosed to report the names of all The Foundation's endowment funds and donors; and
- d. a third party or parties or government institution, where you consent to such disclosure or the disclosure is required by law.

If you voluntarily submit, transmit, upload, provide, post or otherwise make available any information, photographs or other content (the "User Content") to the Websites, certain of your personal information may be automatically included in the posting, transmission, upload or submission, including without limitation, your user name and email address, and this User Content may be collected and used by others. The Foundation has no control over and is not liable for the collection, use or disclosure of any posted, submitted, transmitted, uploaded, provided or otherwise make available User Content or your included personal information by users of the Websites. You are responsible for ensuring the protection of any of your personal information that you submit, post, transmit, upload, provide or otherwise make available on any of the Websites. We recommend that you do not include your home address, job title, telephone number or other more sensitive personal information in any User Content, unless you are entirely satisfied that such information should be made public.

5. Safeguarding Your Personal Information

The Foundation is committed to safeguarding your personal information. The Foundation uses appropriate security measures to protect personal information against risks such as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction regardless of the format in which it is held. The methods of protection and safeguards used by The Foundation include, but are not limited to, locked filing cabinets, need-to-know access and technological measures, including the use of passwords, encryption and firewalls.



While The Foundation cannot guarantee that risks such as loss, theft, unauthorized access or disclosure of personal information will not occur, The Foundation will make every effort to prevent such unfortunate occurrences.

The Foundation takes care in disposing of or destroying personal information to prevent unauthorized parties from gaining access to the personal information. The Foundation also ensures that its employees with access to personal information are made aware of the importance of maintaining the confidentiality of personal information.

6. Accuracy

The Foundation is committed to keeping your personal information as complete, up-to-date, and accurate as is necessary for the purposes for which it is to be used. The Foundation will promptly correct or complete any personal information found to be inaccurate or incomplete. Where appropriate, The Foundation will transmit amended information to third parties having access to the personal information in question. Upon request, The Foundation will provide you with a reasonable opportunity to review the personal information in your file to review its accuracy. Such personal information will be provided within a reasonable time of the request and at a minimal or no cost to you.

Also, upon request, The Foundation will provide an account of the use and disclosure of your personal information and, where reasonably possible, will state the source of the information. In providing an account of disclosure, The Foundation will provide a list of organizations to which it may have disclosed personal information about you when it is not possible to provide an actual list.

7. Complaints

The Foundation will promptly investigate all complaints concerning our compliance with the Privacy Policy and our dealings with your personal information. If a complaint is found to be justified, The Foundation will take appropriate measures to resolve the complaint, including, if necessary, amending The Foundation's policies and procedures. You will be informed of the outcome of the investigation regarding your complaint.

8. Withdrawing Consent

You may withdraw your consent to the collection, use or disclosure of your personal information by The Foundation at any time, subject to legal or contractual restrictions and reasonable notice.



In certain circumstances, your withdrawal of consent will result in the inability of The Foundation to continue providing features of the Websites to you. Please contact The Foundation for more information regarding the implications of withdrawing consent.

9. Non-Identifying Information

The Websites may automatically collect certain non-identifying information regarding users of the Websites, such as the IP address of your computer, the IP address of your Internet service provider, the date and time you access the Websites, the Internet address of the website from which you linked directly to the Websites, the operating system you are using, the sections of the Websites you visit, the pages of the Websites read and images viewed, and the materials you post, submit, transmit, upload or produce to or download from the Websites. This non-identifying information is used for the operation of our web services, to maintain quality of the services, and to provide general statistics regarding use of our web services.

We make no attempt to link this information with the identity of individuals visiting our Websites. Your non-identifying information may be permanently archived for future use.

The Websites use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies" which are text files placed on your computer to help the Websites analyze how users use the Websites. Cookies enhance the convenience and use of a website. The information generated by the cookie about your use of the Websites (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the Websites, compiling reports on website activity for the Websites' operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that doing so may affect your use of the Websites and your ability to access certain features of the Websites. By using the Websites, you consent to the processing of data about you by Google in the manner and for the purposes set out above. Google currently offers a free Google Analytics opt-out tool for Internet Explorer 7-10, Google Chrome, Mozilla Firefox, Apple Safari and Opera, which is available at <http://tools.google.com/dlpage/gaoptout>.

10. Inquiries

To submit an inquiry, complaint, request a review of your personal information, correct or update your personal information, withdraw your consent or request more information or additional copies of the Privacy Policy contact:



LuAnn Lovlin, CFRE
Director of Communications & Marketing
The Winnipeg Foundation
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January 1, 2014



THE WINNIPEG FOUNDATION

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