

# Proactive Spirit Privacy Policy

Version 1.0 | Effective April 2026

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## Introduction

This Privacy Policy explains how Proactive Spirit collects, uses, stores, and protects information from anyone interacting with our website, digital platforms, or services.

This Policy applies to three types of users:

- **All Users:** Anyone interacting with our website or services, including technical and non-personal information.
- **Individuals:** Clients participating in services such as Proactive Spirit Resilience Framework™, coaching, empowerment support, or community programmes.
- **Organisations:** Workplaces engaging Proactive Spirit for professional development services, including programmes delivered under the Workplace Resilience & Capability Framework™, across public sector agencies, government departments, Crown entities, local authorities, private, and non-profit organisations.

**Services** include all activities, programmes, and offerings provided by Proactive Spirit, such as coaching, empowerment support, community groups, professional development programmes (such as workshops and sessions delivered under the **Workplace Resilience & Capability Framework™**), as well as any related digital or in-person resources.

By engaging our Services or using our website, users provide general consent to the practices described in this Policy. For detailed information about consent and withdrawal, see **Section 13: Your Consent**.

## 1. Key Definitions

- **Personal Data:** Information relating to an identifiable individual (e.g., name, email, contact details).
- **Sensitive Information:** Personal data relating to health, wellbeing, or other sensitive matters disclosed during coaching or support services.

- Organisational Data: Information relating to a workplace or organisation (e.g., company name, department, programme or service requirements).
- Processing: Any action performed on data, including collection, storage, use, sharing, or deletion.
- Cookies: Small files stored on devices to improve website functionality and remember preferences.
- Aggregated Data: Data collected and combined so individual identities cannot be discerned; used for analysis, reporting, and programme evaluation.
- Automated Decision-Making / Profiling: Systems analysing engagement or personalising services. Proactive Spirit does not make automated decisions with legal or significant effects on individuals.

## 2. Information We Collect

Proactive Spirit collects information necessary to operate, deliver, manage, and improve our website, digital platforms, and services. Types of information vary depending on how users interact with our services.

### 2.1 All Users

**Non-Personal Information:** IP addresses, browser type, device information, website and platform usage data or patterns, along with anonymised analytics and interactions to improve service delivery.

#### Usage

- Maintain website security, administration and improvement
- Monitor performance, reliability, and trends
- Improve functionality, accessibility, and overall service delivery

#### Notes

- Personal information is only collected for service delivery, administration, or legal obligations.
- Information is used in aggregated or anonymised form wherever possible.

### 2.2 Individuals

#### Personal Information

- Name, email, phone number, mailing address, payment details (where applicable)

#### Service Engagement Data

- Participation in programmes, registrations, or other services.

- Sensitive information disclosed during coaching or wellbeing programmes is kept strictly confidential.
- Payment information collected when purchasing services.

### **Usage**

- Administer services, communicate, and improve participant experience.
- Coaching conversations or personal disclosures are **never shared** with organisations or third parties.

## **2.3 Organisations**

### **Organisational Information**

- Company name, department, team, programme requirements, and representative contact details.

### **Administrative Data**

- Names, emails, roles, responsibilities of representatives (e.g., HR, managers, coordinators).

### **Participant Information**

- Collected only as necessary to manage programme coordination and participation.

### **Usage**

- Deliver services, administer programmes, communicate with representatives, and generate aggregated reports.

# **3. How We Use Information**

## **3.1 All Users**

Information may be used to:

- Operate, deliver, manage, and improve services and programmes;
- Manage forms, surveys, bookings, or communications (with consent);
- Personalise learning experiences;
- Communicate updates, schedules, newsletters, or support;
- Comply with legal, contractual, or professional obligations;
- Process payments securely;
- Analyse website and service usage to enhance functionality, performance, and security;
- Conduct technical support and error resolution.

- Where sessions are recorded (with consent), use recordings for quality assurance, evaluation, and organisational reporting purposes (see Section 4)

**Purpose Limitation:** Proactive Spirit collects and uses personal information only for purposes reasonably related to service delivery, programme administration, communication, and service improvement. Information is not used for unrelated purposes without appropriate consent or legal authority.

### 3.2 Individuals

Information may be used to:

- Tailor services and improve participant experience.
- Communicate schedules, updates, newsletters, resources, and support.

### 3.3 Organisations

Information may be used to:

- Plan, coordinate, improve, and deliver professional development services and programmes.
- Organise schedules, communicate with representatives, and manage logistics.
- Evaluate programme effectiveness and improve future offerings.
- Provide aggregated reports without disclosing individual participant data.

## 4. Recording of Sessions and Workshops

### 4.1 All Users

Recording may be undertaken for purposes such as quality assurance, training, risk management, evaluation, internal review and issue resolution or reporting. Recording will only occur with appropriate notice and, where required, consent.

Recordings are:

- Accessed only by authorised personnel
- Stored securely and retained for a limited period (generally up to 14 working days). Any concerns or issues related to recorded sessions should be raised within the retention period to allow timely review and resolution.
- Not shared with third parties without consent, unless required by law

All recordings are handled in accordance with applicable privacy laws and best practice standards.

Further Information: For detailed information regarding recording practices, consent, and delivery protocols, please refer to respective Terms and Conditions, Individuals or Organisational.

## 4.2 Individuals

For individual services, recording will only occur with explicit consent. You may decline recording without affecting your access to services.

## 4.3 Organisations

For organisational services (including programmes delivered under the Workplace Resilience & Capability Framework™), sessions may be recorded with prior agreement. Organisations and participants will be informed in advance and may request that recording does not occur, where reasonably practicable.

**Participant Choice:** Participants will be informed if a session is being recorded and may opt out where reasonably practicable (for example, by disabling video/audio in virtual sessions or requesting that recording be paused).

# 5. Sharing of Information

## 5.1 All Users

Information may be shared only as necessary to:

- Support service delivery and operations;
- Collaborate with facilitators, coaches, or specialists;
- Comply with legal, regulatory, or contractual obligations;
- Facilitate service delivery through trusted third-party providers (e.g., IT, payment processors, technical support).

Third-party providers receive only the information necessary to perform their role and are expected to maintain confidentiality.

**Confidentiality Exception:** While Proactive Spirit treats coaching and support services as confidential, information may be disclosed where required by law, regulatory authority, or where there is a serious risk of harm.

## 6. Third-Party Platforms

### 6.1 All Users

- Services may link or integrate with third-party platforms (e.g., social media, payment gateways).
- Only information necessary for service delivery is shared.
- Third-party privacy policies apply.
- Personal information is **never sold** without consent.

**Liability Limitation:** Proactive Spirit does not control and is not responsible for the privacy practices or security of third-party platforms. Users should review third-party policies.

### 6.2 Organisations

- Organisational and participant information is shared only as required for programme delivery.
- Organisations are responsible for reviewing third-party privacy policies for participants.

## 7. Cookies & Tracking

### 7.1 All Users

#### Usage

Proactive Spirit may use cookies and similar technologies to:

- Support essential website functionality;
- Maintain website security and navigation;
- Monitor service performance and website reliability;
- Understand how users interact with website content and services;
- Improve website features, programme delivery, and overall service experience.

Where possible, information collected through cookies is aggregated or anonymised to improve website performance and service delivery.

#### Types of Cookies Used:

- **Essential Cookies:** Required for website functionality and security.
- **Performance Cookies:** Provide anonymised analytics to understand usage and improve services.
- **Functional Cookies:** Enable personalisation of features and settings.

## **Non-Personal Information**

Certain technical information may be collected automatically when users interact with our website or digital platforms, including:

- Browser type, IP address, device information;
- General website usage data for security, administration, and performance.

This information helps us:

- Monitor security and detect potential threats;
- Administer and maintain the website;
- Improve performance and functionality;
- Analyse general usage trends and aggregated analytics;
- Enhance services and digital experiences.

**Email Analytics:** Some communications may include tracking pixels to understand engagement (e.g., whether an email was opened). These are used solely for analytics and communication improvement and do not personally identify users.

**Managing Cookies:** Users may manage cookies via browser settings; disabling certain cookies may affect the functionality or performance of some website features.

**Legal Strengthening Clause:** Data collected via cookies is not sold or used for marketing without explicit consent, and aggregated data is anonymised wherever possible to minimise privacy risk.

# **8. International Data Transfers**

## **8.1 All Users**

Information may be transferred to or stored in countries outside a user's home country where servers, cloud providers, or authorised service providers are located. This may occur, for example:

- When using cloud-based platforms that support our website or digital services;
- Delivering programmes or coaching sessions virtually;
- Working with secure third-party systems for service administration or communications.

**Protection Measures:** Proactive Spirit takes reasonable steps to ensure information remains protected, including:

- Contractual agreements with service providers;
- Data processing agreements and confidentiality obligations;

- Using reputable platforms following recognised data protection and security standards.

By using our services, users acknowledge that their information may be transferred, stored, or processed internationally as described.

**International Clients' Rights:** International users have the same rights to access, correct, or request deletion of personal data, subject to applicable legal or contractual obligations.

**European Privacy Rights:** Although services are primarily provided from New Zealand under the Privacy Act 2020 (NZ), individuals in the EEA or UK may have rights under GDPR or applicable local privacy laws. These include requesting access, correction, or deletion of personal data. Requests can be made using the contact information in Section 15.

**Legal Strengthening Clause:** International transfers occur only with contractual and technical safeguards; users are informed of potential risks, meeting transparency and accountability standards.

## 9. Data Retention

### 9.1 All Users

**Proactive Spirit retains information only as long as necessary to:**

- Deliver services and programmes.
- Manage agreements, bookings, and operational activities.
- Comply with legal, regulatory, or contractual obligations.
- Resolve disputes or enforce contractual arrangements.

Users may request access, correction, or deletion of personal information, subject to applicable obligations. Once no longer required, information is securely deleted, archived, or anonymised.

**Non-Personal Information** (e.g., website analytics, usage patterns)

- Retained as needed to analyse trends, improve services, and maintain security.
- Aggregated or anonymised data may be kept longer for reporting and service improvement.

## 9.2 Individuals

- Personal data retained only as required to deliver services, maintain records, process payments, programme participation, and comply with legal obligations.
- Once no longer needed, data is securely deleted, archived, or anonymised.

## 9.3 Organisations

- Information retained for the duration of engagement and reasonable period afterwards for administration, reporting, payments, and compliance.
- Records are securely deleted, archived, or anonymised where appropriate.
- Access is restricted to authorised personnel, protected by technical and organisational safeguards.

**Legal Strengthening Clause:** Retention periods are documented, and data minimisation principles applied to reduce unnecessary storage, lowering complaint risk.

# 10. Data Security

## 10.1 All Users

Proactive Spirit employs technical and organisational measures to protect information:

- Access Controls: Restrict access to authorised personnel;
- Encryption: Data encrypted during transmission and storage; payments processed via secure gateways;
- Secure Storage: Physical and digital records securely stored; cloud providers used when appropriate;
- Monitoring: Systems monitored for security incidents and vulnerabilities;
- Staff Training: Personnel trained in privacy, confidentiality, and data security;
- Breach Response: Prompt assessment, containment, user notification (where required), and regulatory notification under Privacy Act 2020;
- Limitations: No system is entirely secure; users should exercise caution when sharing information online.

**Legal Strengthening Clause:** Periodic reviews of security measures are conducted, and data protection policies updated to ensure continuous compliance and risk mitigation.

# 11. Individual User Rights

Proactive Spirit respects individual clients' rights regarding their personal information. Individuals may exercise:

- **Access:** Request a copy of personal information we hold;

- **Correction:** Request updates to inaccurate, incomplete, or outdated data;
- **Withdrawal of Consent:** Withdraw consent for processing at any time;
- **Deletion/Erasure:** Request deletion when no longer needed, subject to obligations;
- **Opt-Out of Communications:** Unsubscribe from marketing or optional communications;
- **Lodge Complaints:** Raise concerns with Proactive Spirit or relevant data protection authority.

### 11.1 How to Make a Request

- Contact us using Section 15 details.
- Verification may be requested.
- Requests are processed in accordance with applicable law.

#### Notes:

- Certain information may be retained to meet legal, contractual, or administrative obligations.
- Access or deletion requests do not affect service delivery unless required by law or operational necessity.

### 11.2 Children's Privacy

- Services may be offered to minors with parental or guardian consent
- Personal information of children under 13 is not knowingly collected without consent.
- Parents or guardians who believe that we have collected information about a child should contact us. We will promptly delete such information where appropriate.
- Verification may be required.

## 12. Organisation | Workplace User Rights

### 12.1 Information Collected

Proactive Spirit collects information from organisations and their representatives to deliver professional development services:

- Organisation details: name, department, programme requirements;
- Representative information: names, work emails, roles (e.g., HR personnel, managers, programme coordinators);
- Participant information: collected only as necessary to administer sessions, workshops, or programmes.

## 12.2 Use of Information

- Deliver, manage, and coordinate professional development services and programmes.
- Communicate with organisational representatives regarding schedules, updates, and follow-ups.
- Analyse programme effectiveness and improve service delivery.
- Comply with legal, contractual, or administrative obligations.
- Aggregated/anonymised information may be used for reporting or service improvement.

## 12.3 Rights and Responsibilities

- Organisations may request access to organisational information.
- Requests for access or deletion do not affect service delivery unless required operationally.
- Organisations may lodge complaints with Proactive Spirit or relevant authorities.

### Data Handling and Security

- All organisational and participant information is stored securely; access is restricted.
- Technical and organisational safeguards protect against unauthorised access, loss, or misuse.
- Organisations must ensure participants are aware of applicable privacy practices.

# 13. Your Consent

## 13.1 All Users

- Consent is provided by engaging Proactive Spirit.
- Applies to all personal and sensitive information.
- Consent can be withdrawn; this may affect participation in services.
- Contact details may be retained for administrative purposes.
- Consent for third-party integration follows the same rules.

## 13.2 Organisations

- Contact details of designated organisational representatives may be retained for service and programme coordination.
- Used only for operational communication and programme management.

**Legal Strengthening Clause:** Consent is documented and can be withdrawn at any time, ensuring transparency and reducing complaints risk.

## 14. Testimonials & Feedback

### 14.1 All Users

- Feedback/testimonials collected only with written consent.
- Submitted materials may be edited for clarity but original intent is preserved.
- Consent grants Proactive Spirit a non-exclusive, royalty-free licence for promotional use.
- Consent may be withdrawn for future use; previously published material may remain.

### 14.2 Individuals

- Participant information is anonymised unless explicit permission is given.
- Personal disclosures or coaching information are never included without consent.

### 14.3 Organisations

- Organisational identifiers (e.g., logos) used only with written consent.
- Testimonials respect organisational privacy; individual participant data is not disclosed without approval.

## 15. Changes to This Privacy Policy

- Proactive Spirit may update the policy to reflect service changes, legal/regulatory requirements, or operational improvements.
- Notification: "Last Updated" date revised; additional notice may be provided via email or website.
- User Responsibility: Users should periodically review the policy. Continued use constitutes acceptance.

## 16. Contact Information

### Proactive Spirit

**Email:** [support@proactivespirit.com](mailto:support@proactivespirit.com)

**Website:** [proactivespirit.com](http://proactivespirit.com)

**Address:** Based in New Zealand

**NZBN:** 9429051457099

Requests should include sufficient detail to identify relevant information. They are handled in accordance with Privacy Act 2020 (New Zealand).

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