



## Terms and Conditions

***If your application is accepted, you agree to and are bound by the following terms and conditions. This agreement shall come into effect only when the LCBO indicates its acceptance (if any) of this application in writing to the Applicant's on the program Message board.***

1. If the Applicant's application is accepted, the LCBO's Tasting Program Administrator or Special Events Coordinator will notify applicants on the programs message board or by e-mail, that the approval of tastings have been completed and a recap report can be accessed by them (an "Approval Notice") confirming the stores for which the application is accepted. Requests for additional stores or to cancel tastings must be made by the applicant or requested with the Administrator within seven (7) days from the date of the LCBO Approval Notice, unless otherwise indicated. It is the applicant's responsibility to view the program message board for communication updates by the systems administrator.
2. The Applicant acknowledges and agrees that it is renting space only, including the tasting booth from which it may provide samples of approved products to the public in the Liquor Control Board of Ontario (LCBO) stores specified in the LCBO Approval Notice. The provision of liquor samples is referred to as **conducting tastings**.
3. The Applicant will pay the LCBO a Rental Fee\* and a Charity charge for each store in which a tasting is conducted, plus the cost of products used for the tasting. Failure to provide payment in full within the required time may result in cancellation of subsequent tastings. (\*Note: Rental Fees do not apply to tastings conducted in the Event Kitchens, or for LCBO Employee Led Tastings.)
4. The LCBO will be under no obligation to credit or return of any fee, and will have no further liability to the Applicant, if the Applicant fails to conduct a scheduled tasting or chooses to cancel a tasting after the ten (10) day period referred to above.
5. Tastings may be conducted from Monday through Sunday. The Applicant will have the choice of conducting tastings on any one or combination of these days
6. The Applicant must select stores that currently list the products to be tasted. LCBO store managers will not be responsible for ordering product(s) not listed at their location. If a product has been identified for deletion in a particular store, the manager will not be responsible for ordering this product for a tasting. The Applicant should contact the appropriate Store Manager at least fifteen (15) days before the tasting to ensure that an adequate supply of product is available.
7. The Applicant must purchase the beverage alcohol it requires for the tasting from the LCBO. The Store Manager or Special Events Coordinator will order the beverage alcohol required for the tasting and the Applicant will pay the LCBO for such beverage alcohol in full upon being invoiced.
8. The LCBO will invoice the Applicant for the number of bottles of the approved products used to conduct the tastings. The LCBO will charge the Applicant its landed cost for products used to conduct a tasting subject to the following
 

Less than 7% alc. vol.	24 x 355 ml bottles/cans (or 8.52 litre equivalent)
7% to 15.9% alc. vol.	6 x 750 ml bottles (or 4.5 litre equivalent)
16% to 23% alc. vol.	3 x 750 ml bottles (or 2.25 litre equivalent)
23% alc. vol. or greater	2 x 750 ml bottles (or 1.5 litre equivalent)

Products used in excess of such maximum will be charged at regular retail prices. Products substituted without prior approval from the LCBO's Tasting Program Administrator or Special Events Coordinator will be charged at full retail price.
9. In the event that a product is not available for tasting due to delays caused by the LCBO (e.g. new product listing or warehouse stock transfer) the LCBO may grant approval to conduct a tasting for another product, but will have no further liability of any kind to the Applicant.
10. The Applicant must deliver to the relevant stores any point-of-purchase material to be displayed, provided it has been previously approved by the LCBO's Tasting Program Administrator or Special Events Coordinator. The Applicant will also provide any food products to be used during a tasting at its own expense.
11. The Applicant will provide representatives to conduct tastings who are nineteen (19) years of age or more. The Applicant shall instruct all representatives as to the requirement to adhere to all terms and conditions, rules and guidelines governing tastings. The Applicant will be responsible for its representatives' actions and conduct in the store.
12. The Applicant and/or its representatives will conduct tastings in accordance with all requirements of law, these terms and conditions and with all guidelines for conducting tastings established by the LCBO from time to time. The LCBO will not be liable for any delay, interruption or cancellation of approved tastings. The LCBO reserves the right to cancel or suspend a tasting in the event that the Applicant or its representatives do not so comply or do not conduct business in a socially responsible manner. In such event, the Applicant will be invoiced for the Rental Fee and Charity

13. The Applicant and its representatives will refuse to provide a beverage alcohol sample to any person who appears to be under nineteen (19) years of age, or who is under nineteen (19) years, or to a person who is or appears to be intoxicated. It is an offence to serve liquor to any of the persons described in this section. The Applicant must instruct all his representatives of these rules and ensure that an LCBO official in the store is notified immediately of any refusal to provide a sample. All beverage alcohol demonstrators must be SmartServe® certified and have proof available.
14. The Applicant shall adhere to the LCBO's In-Store Tasting and Special Events Guidelines.
15. Preference will be given to those products that are simultaneously participating in other LCBO sales and marketing programs.
16. Any Applicant or sampling firm found conducting tasting(s) without LCBO approval or payment of LCBO charges may be excluded from future participation in the In-Store Tasting and Special Events Programs.
17. The LCBO and the Applicant agree that they are mutually independent and that this agreement does not create or constitute a partnership, joint venture, agency or other form of joint enterprise between the parties. Neither the Applicant nor any of its representatives has the authority nor shall represent that they have the authority to undertake any obligation of any kind on behalf of the LCBO.
18. The Applicant will indemnify and save harmless the LCBO for any loss, damage, expenses including legal fees suffered by the LCBO in connection with this Agreement.
19. This Agreement and any acceptance and approval granted is revocable by the LCBO immediately and without further liability upon written notice to the Applicant in the event that the Applicant does not comply with any terms and conditions hereunder (each such event being a "Default"). In the event of a Default by the Applicant, the LCBO may invoice the Applicant and the Applicant shall pay the LCBO's reasonable costs, losses and expenses arising from the Default and may pursue all other remedies available at law or in equity.
20. The LCBO reserves the right at any time to modify or amend any approval of the Application in whole or in part upon prior written notice to the Applicant.
21. Any approval is subject at all times to product availability at the applicable LCBO store(s).
22. This Agreement will be governed by the laws of Ontario. Time is of the essence. No exercise of one remedy precludes the exercise of any other available remedy.

***If your application to have LCBO staff conduct tastings for you is accepted, the following additional terms and conditions apply***

***(Note: Not applicable to the Special Events Program.)***

23. The Applicant will pay the LCBO an additional Service Fee of \$300.00 per tasting, which includes the \$25 Charity Fee (plus applicable GST) for each store approved. This does not include the cost of products used for the tasting.
24. The Applicant may cancel any scheduled tasting by canceling it themselves or giving the LCBO written notice within 10 days after the date upon which the LCBO notifies the Applicant that its application was accepted. The final deadline for staff led tastings is 5 weeks prior to the beginning of the period applied for. If the Applicant cancels a tasting at any time thereafter, the Applicant is liable for the Service Fee described in the preceding section.
25. For each approved tasting, the LCBO will provide 1 person per approved store who will operate a booth at that store at which LCBO customers may sample the Applicant's product for in-store consumption. No tasting shall occur prior to 11:00 a.m. All tastings must cease at least 1 hour prior to store closing time. The minimum duration for all tastings is 4 hours. Subject to the foregoing, the hours for scheduling tastings shall be at the discretion of the store manager.
26. The Applicant understands that tastings will adhere to the LCBO guidelines on serving for in-store sampling.
27. The LCBO will invoice the Applicant for (i) the Service Fee specified in section 25; (ii) Charity fee specified in Section 3; (iii) the price for all bottles opened for use at each booth calculated according to section 9 and (iiii) the actual cost of any food item or mix requested by the Applicant. The Applicant agrees to pay the LCBO for the amount invoiced within 10 days of date of the invoice. In the event the Applicant does not pay such amount within the time required, the LCBO may, in addition to any other remedy it may have at law or in equity, refuse to accept further applications from the Applicant to participate in the LCBO Tasting or IMAGE Program.