

Liquor Licensee Handbook



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**LICENSEE
HANDBOOK**
Table of Contents

1. GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Definitions
- 1.3 Contacting the AGLC
- 1.4 Legislation and Board Policies
- 1.5 Licensee's Responsibilities
- 1.6 ProServe Liquor Staff Training Program (ProServe)
- 1.7 ProTect Security Staff Training Program (ProTect)
- 1.8 Staff Training Sessions

2. APPLICATIONS

- 2.1 Licence Classifications
- 2.2 Licence Fees
- 2.3 Application Review
- 2.4 Objection to an Application
- 2.5 Change of Status (Sale, Assignment, Transfer or Closure)

3. CLASSES OF LICENCES

- 3.1 Class A Licence - Minors Allowed
- 3.2 Class A Licence - Minors Prohibited
- 3.3 Class A Licence - Manufacturer Taproom (Community Hub) (New, Aug. 2017)
- 3.4 Class A Licence - Manufacturer Lounge (New, Aug. 2017)
- 3.5 Class B Licence - Entrance or User Fee
- 3.6 Class C Licence - Not Open to the General Public
- 3.7 Class D Licence - Retail / General Merchandise Liquor Store
- 3.8 Class D Licence - General Off Sales
- 3.9 Class D Licence - Manufacturer Off Sales
- 3.10 Class D Licence - Delivery Service

- 3.11 Class D Licence - Sacramental Wine Resale
- 3.12 Class D Licence - Commercial Caterer
- 3.13 Class E Licence - Manufacturer
- 3.14 Class E Licence - Small Manufacturer
- 3.15 Class E Licence - Cottage Winery
- 3.16 Class E Licence - Packaging
- 3.17 Duty Free Store Licence

4. CLASS A, B AND C LICENCE EXTENSIONS

- 4.1 Guest Rooms, Banquet Rooms and Meeting Rooms
- 4.2 Patio Extension
- 4.3 Caterer's Extension

5. PREMISES MANAGEMENT

- 5.1 Hours of Liquor Sales and Consumption
- 5.2 Liquor Pricing
- 5.3 Liquor Service
- 5.4 Food Service
- 5.5 Minors
- 5.6 Supervision of Patrons
- 5.7 Collection of Personal Information
- 5.8 Intoxicated Persons
- 5.9 Illegal Drugs
- 5.10 General Entertainment, Games and Dancing
- 5.11 Nude Entertainment
- 5.12 Separation of a Licensed Premises
- 5.13 Occupant Load
- 5.14 Structural Changes
- 5.15 Golf Courses

6. LIQUOR PURCHASES AND RETURNS

- 6.1 General Information
- 6.2 Purchases from the AGLC (Connect Logistics Services Inc.)

- 6.3 Purchases from Class E Manufacturers
- 6.4 Purchases from Class D Retailers
- 6.5 Purchases from a Private Party or Estate
- 6.6 Liquor Cost and Payment
- 6.7 Refunds for Delivery Problems (CLS Only)
- 6.8 Refunds for Faulty Product
- 6.9 Empty Container Returns

7. ADVERTISING

- 7.1 General Information
- 7.2 Advertising by Class A, B and C Licensees
- 7.3 Advertising by Class D Licensees and Duty Free Stores
- 7.4 Advertising by Special Event Licensees
- 7.5 Advertising Content Restrictions
- 7.6 Exclusivity Agreements & Sponsorships
- 7.7 Trade Shows
- 7.8 Market Research
- 7.9 Hosting No Sale Functions

8. PRODUCT PROMOTIONS

- 8.1 General Information
- 8.2 Prohibited Inducements and Benefits
- 8.3 Buy/Sell Agreements (BSA)
- 8.4 Licensee Promotions
- 8.5 Liquor Tastings
- 8.6 Product Sampling
- 8.7 General Product Promotions
- 8.8 Added-Value Product Promotions

9. SPECIAL EVENT LICENCES

Please see aqic.ca for information regarding Special Event Licences

10. VIDEO LOTTERY

- 10.1 Definitions
- 10.2 Eligibility
- 10.3 Application Procedures
- 10.4 Financial Security Requirements
- 10.5 VLT Allocation
- 10.6 Sale, Transfer or Assignment of a VLT Location
- 10.7 VLT Relocations Within a Retailer's Premises
- 10.8 Renovation or Repairs to a VLT Location
- 10.9 Liability for Loss or Damage / Relocation Costs
- 10.10 VLT Operations – General Information
- 10.11 Hours of Operation
- 10.12 Staff Training
- 10.13 Reel Facts VLT Staff Training
- 10.14 Security Standards
- 10.15 Signage, Advertising and Promotions
- 10.16 Game Structure
- 10.17 Payment of VLT Cash-Out Tickets
- 10.18 Cross-Validation
- 10.19 Cash-Out Ticket Retention and Destruction
- 10.20 Remuneration
- 10.21 Payment to the AGLC
- 10.22 Violation of AGLC Policies
- 10.23 Contacts

11. VIDEO GAMING ENTERTAINMENT ROOMS

- 11.1 General Information
- 11.2 Eligibility
- 11.3 Background/Due Diligence Investigation
- 11.4 Change in Financial Interest or Operator
- 11.5 VLT Allocation
- 11.6 Physical Layout and Operating Requirements

- 11.7 Hours of Operation
- 11.8 Staffing Requirements
- 11.9 Security Standards
- 11.10 Signage, Advertising and Promotions
- 11.11 Violation of AGLC Policies

12. INSPECTIONS

- 12.1 General Information
- 12.2 Liquor Seizure and Analysis

13. LICENSEE DISCIPLINE

- 13.1 Incident Reports
- 13.2 Notice of Administrative Sanction
- 13.3 Board Hearings

14. SAMPLE FORMS

- 14.1 Video Lottery Retailer Application
- 14.2 Pre-Authorized Debit (PAD)
- 14.3 Certificate of Insurance
- 14.4 Credit Evaluation Information
- 14.5 Video Lottery Retailer Agreement
- 14.6 Video Lottery Site Plan
- 14.7 Site Electrical Requirements (new installations only)
- 14.8 Amendment to Retailer Master File/Agreement Ticket/Video Lottery
- 14.9 Sellers Notification – Change of Operator
- 14.10 Buyers Notification – Change of Operator

SUBJECT: INTRODUCTION

POLICIES

- 1.1.1 The Alberta Gaming and Liquor Commission (AGLC) is established under the *Gaming and Liquor Act* (GLA) and is governed by the requirements of the *Criminal Code*, the GLA and the Gaming and Liquor Regulation (GLR).
- 1.1.2 The AGLC is the province's liquor and gaming authority, responsible for administering and regulating the liquor and gaming industries in Alberta.
- 1.1.3 Board policies are approved by the Board of the AGLC and signed by its Chair, on behalf of the Board.
- 1.1.4 Board policies related to liquor licence activities are conditions of the licence. This includes policies approved or amended after the liquor licence is issued [Section 61(1) of the GLA].
- 1.1.5 Guidelines are best business practices designed to help licensees meet operating requirements.
- 1.1.6 Board policies and guidelines are located in the Licensee Handbook, which is available on the AGLC website at aglc.ca. *(Amended Sept. 2015)*
- 1.1.7 The licensee is responsible for ensuring the Licensee Handbook, GLA and GLR are available to its staff. *(Amended Sept 2015)*
- 1.1.8 If a licence applicant, licensee or manager involved in the daily operation of a licensed premises does not have a working knowledge of the English language sufficient to understand the legislation and/or these policies, the AGLC will ask that the licensee have an interpreter present whenever:
- a) discussing details of the licence application;
 - b) an Inspector visits the premises to review the licensee's responsibilities;
 - c) the licensee acknowledges its responsibilities by signing the Operating Procedures form (see Section 14.2); and
 - d) the licensee attends a Board hearing.

GUIDELINES

- 1.1.9 *(Deleted Sept 2015)*

SUBJECT: INTRODUCTION

- 1.1.10 The Licensee Handbook may be accessed on the AGLC's web site at aglc.ca *(Amended Sept 2015)*
- 1.1.11 The GLA and GLR or may be accessed on the Queen's Printer web site at <http://www.qp.alberta.ca/> *(Amended Sept 2015)*
- 1.1.12 Sample forms related to liquor licences are provided in Section 14.

SUBJECT: DEFINITIONS

POLICIES

1.2.1 In this handbook,

- a) "AGLC" means the Alberta Gaming and Liquor Commission.
- b) "Board" means the Board of the AGLC.
- c) "GLA" means the Gaming and Liquor Act.
- d) "GLR" means the Gaming and Liquor Regulation.
- e) "Inspector" means an Inspector of the AGLC, a police officer as defined in the Police Act or someone designated by the AGLC as an Inspector under the GLA.
- f) "licensed premises" means all areas associated with the operations of the licensee, including, but not limited to:
 - i) areas liquor may be sold or consumed; and
 - ii) any store room, lobby, kitchen, hallway or other service areas used by the licensee in support of the areas where liquor may be sold or consumed.
- g) "licensee" means the individual, partnership or corporation holding a liquor licence.
- h) "liquor" means beverages that are intended for human consumption containing over 1% alcohol by volume (e.g., spirits, wine, liqueur, coolers, cider or beer).
- i) "minor" means a person under the age of 18 years.
- j) "staff" means any person employed by the licensee or contracted by the licensee or a third party to perform staff duties.

SUBJECT: CONTACTING THE AGLC

GUIDELINES

1.3.1 There are five (5) AGLC offices in the province. Normal office hours are 8:15 a.m. to 4:00 p.m. Monday to Friday, excluding statutory holidays. Outside normal office hours and when staff is unavailable, messages may be left on voice mail.

St. Albert (Head Office)

50 Corriveau Avenue	Phone:	780-447-8600
St. Albert, Alberta	Fax:	780-447-8911
T8N 3T5	Fax:	780-447-8912

Calgary

110 Deerfoot Atrium		
6715 - 8 Street NE		
Calgary, Alberta	Phone:	403-292-7300
T2E 7H7	Fax:	403-292-7302

Red Deer

#3, 7965 – 49 Avenue		
Red Deer, Alberta	Phone:	403-314-2656
T4P 2V5	Fax:	403-314-2660

Grande Prairie

100-11039 – 78 Avenue		
Grande Prairie, Alberta	Phone:	780-832-3000
T8W 2J7	Fax:	780-832-3006

Lethbridge

3103 – 12 Avenue North		
Lethbridge, Alberta	Phone:	403-331-6500
T1H 5P7	Fax:	403-331-6506

1.3.2 The AGLC web site address is: aglc.ca

SUBJECT: LEGISLATION AND COMPLIANCE

POLICIES

- 1.4.1 Licensees and their staff must comply with:
- a) the GLA;
 - b) the GLR;
 - c) Board policies; and
 - d) all federal, provincial and municipal legislation.
- 1.4.2 Non-compliance with the legislation or Board policies may result in disciplinary action by the Board pursuant to Part 4 of the GLA.
- 1.4.3 A licensee or manager approved by the AGLC must notify the AGLC immediately if charged with or convicted of an offence under:
- a) the *Criminal Code* (Canada);
 - b) the *Excise Act* (Canada);
 - c) the *Food and Drugs Act* (Canada);
 - d) the *Controlled Drugs and Substances Act* (Canada);
 - e) a foreign Act or Regulation substantially similar to an offence under a), b), c) or d);
 - f) the GLA; or
 - g) the GLR.
- 1.4.4 If a licensee is at any time charged or convicted of an offence set out in any of the legislation listed in Section 1.4.3, the Board may take disciplinary action including, but not limited to, suspension or cancellation of the liquor licence/registration.
- 1.4.5 If a licensee misleads the AGLC, fails to provide information or provides inaccurate information, the Board may take disciplinary action including, but not limited to, suspension or cancellation of the liquor licence.

SUBJECT: LICENSEE'S RESPONSIBILITIES

POLICIES

- 1.5.1 Licensees and their staff must ensure the licensed premises operate in accordance with all federal, provincial and municipal legislation.
- 1.5.2 The operation of a licensed premises shall be carried out in a socially responsible manner.
- 1.5.3 A licensee shall:
- a) train staff to understand violations of the legislation and policies, in accordance with ProServe and ProTect training as specified in Sections 1.6 and 1.7.
 - b) place a high priority on maintaining a safe premises, considering patrons are consuming an intoxicating substance;
 - c) take steps to reduce the risk of assault among patrons; and
 - d) demonstrate care in ensuring a safe return home for intoxicated patrons.
- 1.5.4 A licensee and its staff with information about illegal activities related to liquor, tobacco or gaming is required to contact the nearest AGLC office (see Section 1.3). This includes:
- a) smuggled liquor or tobacco;
 - b) stolen liquor or tobacco;
 - c) homemade liquor, such as moonshine, wine or beer when sold or offered for sale;
 - d) tobacco not marked for sale in Alberta; and
 - e) illegal gaming devices or illegal gaming house.

GUIDELINES

- 1.5.5 Licensee management should also implement a program to reduce impaired driving. For example, the Designated Driver Program encourages groups to identify one person who will abstain from alcoholic beverages and take responsibility for driving others in the group safely home.
- 1.5.6 Licensees should be aware that liquor service carries a risk of potential liability. Questions on liability should be directed to a lawyer.

SUBJECT: PROSERVE LIQUOR STAFF TRAINING

POLICIES

- 1.6.1 A licensee must meet ProServe Liquor Staff Training certification requirements. Equivalency may be granted for programs offered in other provinces if the program was taken within the last five years. The person must apply to the SMART Training programs office (see Section 1.6.19) to have the certification recognized.
- 1.6.2 ProServe certification is mandatory for the following full time and part time staff:
- a) positions where liquor is provided under the authority of a Class A, B, D, E and Duty Free licence (excluding Class D - Sacramental Wine Resale licence):
 - i) licensed premises owners, managers, supervisors, retailers, bartenders, servers, greeters, and hosts;
 - ii) security staff (directly employed or contracted by the licensee); and
 - iii) owners and managers of a company contracted to provide security.
 - b) positions where liquor is provided under the authority of a Commercial Public Resale Special Event licence:
 - i) managers, supervisors, bartenders, servers, and drink ticket sellers;
 - ii) security staff (directly employed or contracted by the licensee); and
 - iii) owners and managers of a company contracted to provide security.
 - c) persons registered with the AGLC as a liquor agency and their employees whose duties include the sampling of liquor products.
- 1.6.3 ProServe certification is not required for staff working full time or part time:
- a) as kitchen staff, bus persons, and cleaning staff in licensed premises;

SUBJECT: PROSERVE LIQUOR STAFF TRAINING

- b) where liquor is provided under the authority of a Community Public Resale Special Event licence;
- c) where liquor is provided under the authority of a Private Special Event licence;
- d) where liquor is provided under the authority of a Class C licence (Note: the Board may require the licensee to meet ProServe training requirements if the Class C licensee has violated the GLA, GLR, or Board policies); and
- e) where liquor is provided under the authority of a Class D Sacramental Wine Resale licence.

1.6.4 Persons requiring ProServe must be certified:

- a) within 30 days of the employment start date for all new hires to positions identified in Section 1.6.2 a) and 1.6.2 c) or;
- b) before a Commercial Public Resale Special Event for staff in positions identified in Section 1.6.2 b).

1.6.5 A minimum score of 80% on an AGLC administered examination is required for ProServe certification.

1.6.6 ProServe certification is valid for a period of five (5) years from the date of successfully completing the program.

1.6.7 Valid ProServe certification must be maintained by successfully repeating the ProServe course (including passing the exam) before the certification expiration date.

1.6.8 Licensee staff must provide proof of ProServe certification at the request of an AGLC Inspector. Failure to present proof of ProServe certification may result in disciplinary action. Proof of ProServe certification includes:

- a) paper printed versions that have a QR code;
- b) the personal information page printed from the staff member's SMART account;
- c) a plastic card (that does not have a QR code);
- d) clear images of any of the above (i.e. image, photograph or screen shot) saved on the staff member's mobile device/phone. *(Amended Oct 2016)*

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SUBJECT: PROSERVE LIQUOR STAFF TRAINING

- 1.6.9 It is the responsibility of the licensee to ensure:
- a) All staff in their premises who are required to have ProServe certification (as per Section 1.6.2) are certified in accordance with the requirements identified in Section 1.6; and
 - b) at least one (1) ProServe certified staff member is on shift at all times. *(Added Oct. 2014)*

- 1.6.10 Licensees must keep a log of employees that are ProServe certified, including the following information:
- a) employee name as it appears on the certification card;
 - b) SMART Training registration number; and
 - c) expiry date.

Note: Logs are subject to review by the AGLC.

- 1.6.11 An industry worker's ProServe certification will be placed into conditional status when an employee at a licensed premises is found to violate any of the following:
- a) Section 75 GLA: give, sell, or supply liquor to a minor;
 - b) Section 75.1 GLA: sell or provide liquor to an intoxicated person, permit an intoxicated person to consume liquor or take part in a gaming activity or provincial lottery that is conducted in the licensed premises; and
 - c) AGLC Board policy: failure to ask for proof of age for those persons who appear to be under 25 years of age.

Note: Section 1.6.11 applies only to ProServe certifications completed on or after January 1, 2014.

- 1.6.12 Industry workers whose ProServe certification is placed into conditional status may continue working at a licensed premises, however, they are required to successfully retake ProServe certification and pay all required fees within 30 days from the date of notification by the AGLC. Failure to do so will cancel their ProServe certification.

- 1.6.13 Industry workers placed on conditional status may appeal the violation in writing to the Vice President, Compliance and Social

SUBJECT: PROSERVE LIQUOR STAFF TRAINING

Responsibility Division, within 14 days of the date of notification by the AGLC. The decision of the Vice President is final.

1.6.14 Industry workers whose appeal of the violation is unsuccessful will have 30 days from the date of the appeal outcome to recertify.

1.6.15 If an industry worker incurs three violations within a five-year period they will be ineligible for further ProServe certification.

GUIDELINES

1.6.16 ProServe is a social responsibility training course designed to reduce:

- a) underage drinking;
- b) over-consumption of liquor;
- c) impaired driving; and
- d) liquor related harms and violence.

1.6.17 *(Deleted Oct 2016)*

1.6.18 ProServe certification options are found on the SMART Training website. For more information on ProServe contact:

SMART Training Programs
Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St, Albert, Alberta
T8N 3T5

Toll Free: 1-877-436-6336

Fax: 780-651-7626

Website: <https://smartprograms.aglc.ca/>

SUBJECT: PROTECT SECURITY STAFF TRAINING

POLICIES

- 1.7.1 A licensee must meet ProTect Security Staff Training (ProTect) certification requirements. Equivalency will not be granted for certification offered in other provinces.
- 1.7.2 ProTect certification is mandatory for full-time and part-time industry staff working in a Class A Minors Prohibited premises and at a Commercial Public Resale Special Event in the following positions:
- a) all individuals who manage or supervise security staff;
 - b) security staff (directly employed or contracted by the licensee); and
 - c) owners and managers of a company contracted to provide security.
- The specific responsibilities associated with these positions are described in Sections 1.7.15 and 1.7.16.
- 1.7.3 ProTect certification is not required for staff working full time or part time:
- a) at Class A Minors Allowed, Class B, Class C, Class D, Class E and Duty Free premises;
 - b) at a Class A Minors Prohibited premises in a position not listed in Section 1.7.2;
 - c) at a function licensed as a Community Public Resale Special Event; and
 - d) at a function licensed as a Private Special Event.
- 1.7.4 All individuals required to successfully complete ProTect Security Staff Training are also required to successfully complete ProServe Liquor Staff Training.
- 1.7.5 Persons requiring ProTect as identified in Section 1.7.2 must be certified:
- a) within 30 days of the employment start date for all new hires in a Class A Minors Prohibited Premises or;
 - b) before a Commercial Public Resale Special Event

SUBJECT: PROTECT SECURITY STAFF TRAINING

- 1.7.6 Successful completion of all assignments and a minimum score of 80% on an AGLC administered examination is required for ProTect certification.
- 1.7.7 ProTect certification is valid for a period of five (5) years from the date of successfully completing the program.
- 1.7.8 Valid ProTect certification must be maintained by successfully repeating the ProTect course (including passing all assignments and the exam) before the certification expiry date.
- 1.7.9 Licensee staff must provide proof of ProTect certification at the request of an AGLC Inspector. Failure to present proof of ProTect certification may result in disciplinary action. Proof of Protect certification includes:
- a) paper printed versions that have a QR code;
 - b) the personal information page printed from the staff member's SMART account;
 - c) a plastic card (that does not have a QR code);
 - d) clear images of any of the above (i.e. image, photograph or screen shot) saved on the staff member's mobile device/phone.
- (Amended Oct 2016)*
- 1.7.10 It is the responsibility of the licensee to ensure:
- a) all staff in their premises who are required to have ProTect certification (as per Section 1.7.2) are certified in accordance with the requirements identified in Section 1.7; and
 - b) at least one (1) ProTect certified staff member is on shift at all times. *(Added, Oct. 2014)*
- 1.7.11 Licensees must keep a log of employees that are ProTect certified, including the following information:
- a) employee name as it appears on the certification card;
 - b) SMART Training registration number; and
 - c) expiry date.

Note: Logs are subject to review by the AGLC. *(Added, October 2014)*

SUBJECT: PROTECT SECURITY STAFF TRAINING

GUIDELINES

- 1.7.12 ProTect is a social responsibility training course designed to:
- a) improve observation and communication skills regarding patron and premises management;
 - b) prevent, defuse, and manage customer disturbances;
 - c) increase the safety and security of staff and patrons in licensed premises; and
 - d) reduce the risk of liability.
- 1.7.13 A ProTect card is issued to all persons who successfully complete ProTect certification.
- 1.7.14 although required only for Class A Minors Prohibited licensed premises and Commercial Public Resale Special Events, ProTect training is also recommended for individuals who work or volunteer in a security position in any other class of licensed premises or special event function.
- 1.7.15 The manager/supervisor of security (or owner/manager of a security company contracted to provide security) is responsible for the security and surveillance of the licensed premises. This includes:
- a) developing and implementing policies and procedures for security;
 - b) preparing a security plan, including planning for emergency situations; and
 - c) hiring and training security staff (includes door persons and floor persons).
- 1.7.16 Security staff (directly employed or contracted by the licensee) are responsible for the security and physical safety of the licensed premises, patrons in the licensed premises, and premises employees. Specific responsibilities of security staff include:
- a) monitoring and controlling access to the premises (door person) at all entrances open to the public;
 - b) checking for proper identification to ensure only patrons of legal drinking age enter the premises;
 - c) ensuring compliance to GLA, GLR and AGLC policies;

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SUBJECT: PROTECT SECURITY STAFF TRAINING

- d) ensuring patrons banned from entering or remaining on the premises do not enter or remain;
- e) ensuring the occupant load under the fire code is not exceeded (crowd control duties);
- f) staying highly visible and circulating through the licensed premises (floor person); and
- g) monitoring patrons and intervening early to prevent fights and other aggressive acts.

1.7.17 Information relating to ProTect certification is found on the SMART Training website. For more information on ProTect Security Staff Training, contact:

SMART Training Programs
Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta T8N 3T5

Toll Free: 1-877-436-6336

Fax: 780-651-7626

Website: <https://smartprograms.aglc.ca/>

SUBJECT: STAFF TRAINING SESSIONS

GUIDELINES

- 1.8.1 AGLC Inspectors are available to provide training sessions to licensee staff to help them gain a better understanding of their responsibilities and authority regarding liquor sales and service and the operation of a licensed premises.
- 1.8.2 *(Deleted, Jan., 2018)*
- 1.8.3 To arrange a staff training session, contact your nearest AGLC office (see Section 1.3 for AGLC contact information).

SUBJECT: LICENCE CLASSIFICATIONS

POLICIES

2.1.1 The Board may issue the following classes of liquor licences:

- a) Class A for the sale and consumption of liquor on licensed premises open to the general public.
- b) Class B for the sale and consumption of liquor on licensed premises open to persons who pay an entrance or user fee or buy a ticket, or on some other basis acceptable to the Board.
- c) Class C for the sale and consumption of liquor on licensed premises not open to the general public, but established primarily for the use of members and their guests, residents and their guests, or on some other basis acceptable to the Board.
- d) Class D for the sale of liquor for consumption off the licensed premises.
- e) Class E for the manufacture of liquor in Alberta.

SUBJECT: LICENCE FEES

POLICIES

2.2.1 A one-time, non-refundable fee of \$200 must be submitted with all new liquor licence applications, with the following exceptions:

- a) No application fee is required for a Class C senior citizens' residence.
- b) No application fee is required for a new licence following expiry of the existing licence.
- c) A single fee of \$200 is required when an application is made for more than one (1) licence for the same premises at the same time.

2.2.2 An annual licence fee is due on the date of licence issue according to the following schedule:

- a) Class A, B, C (except for a senior citizens' residence) \$200
- b) Class C senior citizens' residence \$25
- c) Class D
 - i) General Off Sales \$100
 - ii) Manufacturer Off Sales \$100
 - iii) Retail Liquor Store \$700
 - iv) General Merchandise Liquor Store \$300
 - v) Delivery Service \$200
 - vi) Commercial Caterer \$200
 - vii) Sacramental wine resale licence \$25
- d) Class E \$500
- e) Duty Free Store Licence \$500

2.2.3 The licence application form (see Section 14.1) and the applicable annual fee (see Section 2.2.2) must be received by the AGLC before a licence is issued.

SUBJECT: APPLICATION REVIEW

POLICIES

- 2.3.1 Liquor licence applications are subject to review and approval by the AGLC.
- 2.3.2 When reviewing applications, the AGLC considers:
- a) the appropriateness of the proposed premises;
 - b) the applicant's eligibility; and
 - c) the expressed views of the local community.
- 2.3.3 If the AGLC does not support a licence application due to operational problems, operational style changes or major structural changes to the premises made by the applicant, the application will be referred to the Board for decision.
- 2.3.4 If a licence expires, the licensee must stop liquor service until a new licence is issued.

Reasons for Licence Refusal

- 2.3.5 The AGLC may refuse to issue a liquor licence if, within the five (5) years prior to the application date, the applicant, any of the applicant's employees, any of the applicant's associates or any person associated with the applicant fails to pass a records check (see Section 2.3.6).
- 2.3.6 A person will fail to pass a records check if the person has:
- a) within the five (5) years prior to the application date, been charged with or convicted of:
 - i) an offence under the *Criminal Code (Canada)*, the *Excise Act (Canada)*, the *Food and Drugs Act (Canada)* or the *Controlled Drugs and Substances Act (Canada)*; or
 - ii) an offence under a foreign act or regulation that, in the Board's opinion, is substantially similar to an offence described in Section 2.3.6a i); or
 - b) at any time been charged with or convicted of:
 - i) an offence under the *Criminal Code (Canada)*, the *Excise Act (Canada)*, the *Food and Drugs Act (Canada)* or the *Controlled Drugs and Substances Act (Canada)*; or

SUBJECT: APPLICATION REVIEW

- ii) an offence under a foreign act or regulation that, in the Board's opinion, is substantially similar to an offence described in Section 2.3.6b i);

that, in the opinion of the Board, is sufficiently serious to detract from the integrity of lawful gaming, lottery and/or licensed liquor activities in Alberta; or

- c) within the five (5) years prior to the application date, been in prison serving a term of three (3) years or more.

2.3.7 The AGLC may refuse to issue a liquor licence if satisfied the applicant, any of the applicant's employees or associates, or any person or entity connected to or associated with the applicant:

- a) has not acted or may not act in accordance with the law, with honesty and integrity or in the public interest, based on their past conduct;
- b) would be a detriment to the integrity or lawful conduct of gaming or liquor activities or provincial lotteries; or
- c) has a background, reputation and/or associations that may cause adverse publicity for the gaming or liquor industry in Alberta.

2.3.8 The AGLC may refuse to issue a liquor licence if, within the five (5) years prior to the application date, the applicant, any of the applicant's employees or any person associated with the applicant has contravened:

- a) the GLA or the GLR;
- b) a predecessor of the GLA or the GLR; or
- c) a condition imposed on a licence or registration issued or made under the GLA.

2.3.9 The AGLC may also refuse to issue a liquor licence:

- a) if the applicant is not eligible to receive the licence; and
- b) if the requirements of the GLA, GLR and Board policies have not been met.

GUIDELINES

SUBJECT: APPLICATION REVIEW

- 2.3.10 First-time applicants should contact the AGLC (see Section 1.3 for AGLC contact information).
- 2.3.11 A licensee should first consult this handbook and then contact the AGLC when:
- a) seeking a new licence or a new class of licence;
 - b) seeking an endorsement to an existing licence (e.g., a patio or banquet room endorsement);
 - c) planning to renovate their premises; or
 - d) planning to relocate.
- 2.3.12 Licensees are sent a reminder notice before their existing licence expires.

SUBJECT: OBJECTION(S) TO AN APPLICATION

POLICIES

New Class A, B, C, D or E Premises

2.4.1 The AGLC will post all applications for the following types of licences on its website (aglc.ca/licences):

- a) Class A, B, C, D and E liquor licence(s) for new premises;
- b) existing licensed premises applying for additional Class A, B, C, D or E licence(s);
- c) changes to the Class of liquor licence; and
- d) relocations of existing licensed premises.

Note: The application must meet the preliminary requirements for a licence prior to the application being posted. These requirements include, but are not limited to, the application fee, application form, floor plan, (site plan for Class D Retail Liquor Store licensees), food menu and Particulars of Individual Form.

2.4.2 The following information will be posted on the AGLC website:

- a) name of the applicant;
- b) name of the proposed premises;
- c) municipal address of the proposed premises;
- d) licence(s) applied for; and
- e) the date that a written objection must be received by the AGLC.

2.4.3 All objections must be submitted in writing and received by the AGLC within 21 calendar days from the date the application is posted on the AGLC website in order for the objection to be considered during the current licensing process (See Section 2.4.16).

2.4.4 The applicant will be notified in writing of all objections received.

2.4.5 The applicant will be given 14 days from the date of notification to respond in writing to the objection; an extension may be requested by the applicant. No licence(s) will be issued until the objection and the applicant's response, if any, have been considered by the Board.

SUBJECT: OBJECTION(S) TO AN APPLICATION

2.4.6 The applicant and the person(s) filing the objection will be advised in writing of the Board's decision.

2.4.7 If no objections to the issue of a licence are received within the 21 calendar days the AGLC will continue with the licensing process.

Existing Licensed Premises/Facilities

2.4.8 For existing licensed premises, only written objections received by the AGLC at least 90 days prior to the expiration of the current licence will be provided to the Board for consideration.

2.4.9 The applicant will be notified in writing of all objections received.

2.4.10 The applicant will be given 14 days from the date of notification to respond in writing to the objection; an extension may be requested by the applicant. No licence(s) will be issued until the objection and the applicant's response, if any, have been considered by the Board at the earliest possible date.

2.4.11 The applicant and the person(s) filing the objection will be advised in writing of the Board's decision.

2.4.12 If no objections to the issue of a licence are received within the 90 calendar days prior to the expiration of the current licence the AGLC will continue with the licensing process.

2.4.13 The Board will not consider an objection for an existing licensed premises where there is a sale, transfer or change in control. Should an objection be received during a sale, transfer or change in control, the Board will deal with the objection at least 90 days before the expiration of the new licence term.

Other Liquor/Gaming Licence(s)/Registrations

2.4.14 If any written objection to an application for a liquor licence not referred to above is received by the AGLC, the following policies apply:

- a) The applicant will be notified in writing of all objections received.
- b) The applicant for the licence will be given 14 days from the date of notification to respond to the objection; an extension may be requested by the applicant;

SUBJECT: OBJECTION(S) TO AN APPLICATION

c) The objection and the applicant's response, if any, will be submitted to the Chief Executive Officer (CEO) of the AGLC for consideration. Should an objection to the issue of a licence be received by the AGLC without sufficient time to consider the objection, a new licence may be issued and the objection will be considered by the CEO at the earliest possible date.

2.4.15 Any objection to an application for a licence received after the specified time frames noted above will not be taken into consideration. The objector(s) will be advised accordingly.

GUIDELINES

2.4.16 A request may be made to view the floor plan/site plan of the applicant's proposed premises prior to submitting an objection. The person making the request will be given 21 days from the date the application is posted to view the plans and to submit a written objection.

2.4.17 Objections and/or requests to view the plans of proposed premises may be forwarded to:

Alberta Gaming and Liquor Commission
Director, Inspections
50 Corriveau Avenue
St. Albert, AB. T8N 3T5

Fax: 780-447-8913

Email: Inspections.Mailbox@aglc.ca

2.4.18 If a request to view the plans is received, the AGLC will contact the stakeholder to arrange a time to view the floor plan/site plan at the nearest AGLC office to the proposed premises. See Subsection 1.3 for AGLC office locations.

SUBJECT: CHANGE OF STATUS (SALE, ASSIGNMENT, TRANSFER OR CLOSURE)

POLICIES

2.5.1 A liquor licensee cannot sell, assign or transfer a liquor licence.

2.5.2 A liquor licence is automatically cancelled when:

- a) a licensee sells, assigns or transfers a portion of the business in which activities authorized by the liquor licence are carried out; and
- b) the sale, assignment or transfer results in a change in control of the business.

2.5.3 A proposed sale, assignment or transfer of a portion of a business:

- a) that is a sole proprietorship, a partnership or a corporation but not a distributing corporation, as defined in the Business Corporations Act; and
- b) in which the activities authorized by a liquor licence are carried out;

must be reported to and approved by the AGLC prior to the effective date of the sale, assignment or transfer.

2.5.4 A sale, assignment or transfer of 5% or more of a business:

- a) that is a distributing corporation as defined in the Business Corporations Act; and
- b) under which the activities authorized by a liquor licence are carried out;

must be reported to the AGLC within 10 business days of the effective date of the sale, assignment or transfer and approved by the AGLC.

2.5.5 The AGLC may, with respect to a sale, assignment or transfer as per Sections 2.5.3 and 2.5.4:

- a) approve it without conditions;
- b) approve it with conditions;
- c) approve it with changes to or removal of existing conditions; or
- d) refuse to approve it.

SUBJECT: CHANGE OF STATUS (SALE, ASSIGNMENT, TRANSFER OR CLOSURE)

- 2.5.6 Where the AGLC refuses to approve a sale, assignment or transfer, after the sale, assignment or transfer takes effect the AGLC may treat the licensee as ineligible to hold a liquor licence and:
- a) cancel or suspend the licence;
 - b) require a person to dispose of an interest in the business under which the activities authorized by the licensee are carried out; and/or
 - c) require a person to dispose of an interest in a licensed premises.
- 2.5.7 When a licensed premises must be closed due to significant damage by fire or other natural event, the licence is cancelled by the AGLC. However, the licensee may obtain a new licence if the premises is restored to an acceptable condition, complies with current policies and the licensee continues to qualify to hold a liquor licence.
- 2.5.8 Existing licences may remain in effect if a licensee is placed in receivership or bankruptcy. The licence may continue for a period determined by the Board of the AGLC and is subject to any conditions imposed on the licence by the Board.
- 2.5.9 The AGLC shall refuse to grant a licence to a new owner when an Incident Report or disciplinary action is in progress against the existing licensee until such time as the Incident Report or disciplinary action has been dealt with by the AGLC.
- 2.5.10 A licence application fee will not be charged when:
- a) individual owners incorporate and a controlling interest in the business continues to be held by the original owners;
 - b) the transfer or assignment of shares does not result in a transfer of control of the business; or
 - c) only the name of the company or premises changes.
- 2.5.11 The seller of a licensed premises may apply for a refund of the annual licence fee when:
- a) the premises have been sold; and
 - b) the licence certificate has been returned.
- 2.5.12 A refund will not be paid when:

SUBJECT: CHANGE OF STATUS (SALE, ASSIGNMENT, TRANSFER OR CLOSURE)

- a) the premises are destroyed by fire;
- b) the premises are closed or licence surrendered;
- c) the licence has been cancelled by the Board;
- d) there is a change of licence class; or
- e) the licence is seasonal.

2.5.13 Refunds are based on the original annual licence fee less:

- a) the prorated portion during which the licence was in effect;
and
- b) a \$100 administration charge.

GUIDELINES

2.5.14 Prospective applicants wishing to purchase a licensed premises can find a list of the documents required by the AGLC in Section 14.16: Sale or Lease of Premises.

2.5.15 A licensee selling or closing their premises permanently may sell their remaining liquor stocks to another licensee. The purchaser of the liquor stocks is responsible to ensure the product is legal and of acceptable quality (i.e., not adulterated or contaminated).

SUBJECT: CLASS A LICENCE MINORS ALLOWED

POLICIES

3.1.1 A Class A Minors Allowed licence may be issued for the sale and consumption of liquor on licensed premises open to the general public where food is the primary source of business.

3.1.2 The licensed premises must be located in a permanent facility and meet the requirements detailed below:

- a) The physical layout must include:
 - i) a suitably approved kitchen to meet food service requirements for quantity and quality of food, for the number of dining seats available (see Section 3.1.5);
 - ii) a dining area furnished with tables and chairs; and
 - iii) public washrooms in accordance with the Alberta Building Code.
- b) Food service must consist of a full-meal menu, approved by the AGLC, and be available during all hours of liquor service.
- c) Liquor service must be provided from a suitably equipped bar (see Section 3.1.7).
- d) Staff must be:
 - i) available to prepare food, serve food and liquor and supervise patrons during all hours of liquor service; and
 - ii) at least 18 years of age to carry or serve liquor, or to manage the licensed premises.
- e) The licensed premises must appear to be a dining establishment (e.g. restaurant) and be operated as such (see Section 3.1.4), however:
 - i) A licensee may apply to the AGLC to change the style of operation during evening hours (normally after 9 p.m.), to a Minors Prohibited licensed premises (adults only including staff). If approved, no one under age 18 is allowed to enter the licensed premises during these hours.

3.1.3 The licensee must post the AGLC's Fetal Alcohol Spectrum Disorder poster in a prominent location in its licensed premises. The poster is

SUBJECT: CLASS A LICENCE MINORS ALLOWED

available for download on the AGLC website at responsibleliquorservice/postersandbrochures.asp *(Added Apr 2014)*

GUIDELINES

- 3.1.4 Class A Minors Allowed licensed premises are typically called dining rooms, restaurants, cafeterias and coffee shops.
- 3.1.5 In a dining establishment:
- a) tables and chairs are available for patrons and the tables are set for dining (tablecloths, napkins and cutlery);
 - b) patrons are served by a host or hostess and/or waiters/waitresses; and
 - c) a food menu offers patrons a choice of full-meal items.
- 3.1.6 The kitchen should normally be equipped with commercial appliances including a range, deep fryer, convection oven, refrigerator and dishwasher, and also have a food storage area and a food preparation area. Alternate kitchen equipment may be considered for operations with a maximum occupant load of 100 or fewer.
- 3.1.7 The liquor service bar should include refrigeration, storage for backup stock and empty containers, a beverage preparation area and accurate measuring device(s), if spirits are sold. If a Class A – Minors Prohibited licensed premises is located next to a Minors Allowed premises, the liquor service bar in the Minors Prohibited premises may be used to provide service to the Minors Allowed premises.
- 3.1.8 Entertainment such as games, dancing (by patrons) and stage performances is allowed on a Class A – Minors Allowed licensed premises as long as it complies with Section 5.10.
- 3.1.9 A Class A Minors Allowed licensee may request:
- a) an extension to banquet and other rooms located within the same complex (see Section 4.1);
 - b) an extension to an adjoining patio area (see Section 4.2); or
 - c) a Caterer's Extension to provide food and liquor to events away from the licensed premises (see Section 4.3).

SUBJECT: CLASS A LICENCE MINORS PROHIBITED

POLICIES

- 3.2.1 A Class A Minors Prohibited licence may be issued for the sale and consumption of liquor on licensed premises that are open to the general public and where liquor is the primary source of business or a licensed gaming facility.
- 3.2.2 The licensed premises must be in a permanent facility and meet the requirements detailed below.
- a) The physical layout must include:
 - i) full-height solid walls enclosing the premises [full height wall means a wall at least 2.44 metres (eight (8) feet) high, normally floor to ceiling]; *(Amended Jul 2017)*
 - ii) a suitably equipped kitchen area (see Section 3.2.7); and
 - iii) public washrooms in accordance with the Alberta Building Code.
 - b) Food service must comprise a snack-type food menu, approved by the AGLC (see Section 5.4). Food service is not required after 11 p.m.
 - c) Liquor service must be provided from a staffed and suitably equipped bar (see Section 3.2.8).
 - d) Staff must be:
 - i) available to provide liquor and food service and to supervise patrons during all hours of liquor service; and
 - ii) at least 18 years of age.
- 3.2.3 Minors may not be admitted to the premises except as allowed under Sections 5.5.13, 5.5.14 and 5.5.14.1.
- 3.2.4 The licensee must post one of the AGLC's Fetal Alcohol Spectrum Disorder poster in a prominent location in its licensed premises. The poster is available for download on the AGLC website at aglc.ca/liquor/responsible-liquor-service/posters-and-brochures *(Added Apr 2014)*
- 3.2.5 Licensees with occupant loads over 500 patrons must have commercial general liability insurance of at least \$2,000,000 inclusive

SUBJECT: CLASS A LICENCE MINORS PROHIBITED

against bodily injury and property damage including loss thereof.
(Added, Apr 2014)

GUIDELINES

3.2.6 Class A Minors Prohibited licensed premises are commonly called bars, taverns, lounges, nightclubs, sports bars, adult entertainment centres, VLT rooms, and Gaming Entertainment Centres (GECs).
(Amended Nov 2013)

3.2.7 The kitchen should be equipped with commercial appliances such as a convection oven, pizza oven and refrigerator and have a storage area and food preparation area. Alternate kitchen equipment may be considered:

- a) for operations with an occupant load of 400 or fewer; or
- b) where existing licensed premises with a shared kitchen are subdivided for operation by separate licensees.

Note: A common kitchen will be acceptable when a licensee operates two or more licensed premises in the same complex.

3.2.8 The liquor service bar should include refrigeration, storage for backup stock and empty containers, a beverage preparation area and accurate measuring device(s).

3.2.9 An adjacent Minors Allowed licensed premises may also share the liquor service bar.

3.2.10 Entertainment and games on the licensed premises must comply with Section 5.10.

3.2.11 A Class A Minors Prohibited licensee may request:

- a) an extension to banquet and other rooms located within the same complex (see Section 4.1);
- b) an extension to an adjoining patio area (see Section 4.2); or
- c) a Caterer's Extension to provide food and liquor to events away from the licensed premises (see Section 4.3).

SUBJECT: CLASS A LICENCE MANUFACTURER TAPROOM (COMMUNITY HUB)

POLICIES

3.3.1 A manufacturer holding a valid Class E licence may obtain a Class A Taproom licence authorizing the sale and consumption of liquor on licensed premises that are open to the general public and where manufacturing is the primary source of business.

Physical Requirements

3.3.2 The licensed premises must be in a permanent facility and the licensee must operate and have legal control of the premises where the sale of the product will occur.

3.3.3 The taproom must meet the following requirements:

- a) the taproom must be located on the premises of the associated Class E manufacturing facility and the manufacturer must be producing liquor;
- b) the premises must be suitably defined to separate the taproom from the manufacturing facility; patrons must not be able to freely access the manufacturing area (e.g. enclosed by a physical barrier, solid walls or glass partition);
- c) there must be a service bar;
- d) there must be public washrooms in accordance with the [Alberta Building Code](#);
- e) there may be an adjoining outdoor patio that meets the patio requirements specified in section 4.2.3a).

Product Sales

3.3.4 Only liquor products manufactured under the Class E licence may be sold at the premises. However, other liquor products may be used with the manufacturer's primary liquor ingredient in drinks that showcases the manufacturer's products. These other products must not be sold exclusively on their own.

3.3.5 If the licensee has a Class D Off Sales licence, it may sell its manufactured products for off premises consumption. These products must be sold in sealed containers. Special considerations exist for draught beer and bulk wine sales, including:

- a) the cap design should enable the purchaser to demonstrate that

SUBJECT: CLASS A LICENCE MANUFACTURER TAPROOM (COMMUNITY HUB)

the container has not been opened during transportation;

- b) available quantities and related prices must be clearly displayed;
- c) disposable containers are acceptable, however, a container deposit may become necessary to ensure environmental concerns are addressed; and
- d) the federal government sets standards in areas such as acceptable container material and labelling content.

3.3.6 Tastings are permitted, but must comply with the Tastings policy listed under section 8.5.

3.3.7 The licensee must maintain records of all sales satisfactory to the AGLC.

Food Service

3.3.8 Food service is required in the taproom at all hours liquor service is available. Acceptable food service consists of 5-6 items suitable for a light meal. This may be a combination of hot and cold food items. A menu must be submitted to the AGLC for approval.

3.3.9 Acceptable food service may be provided by:

- a) having suitable kitchen equipment within the premises capable of providing the appropriate food items listed in section 3.3.8; or
- b) a third party, via a food service contract for the hours the premises is open to the public, with the approval of the AGLC (e.g. food truck or local restaurant)

Note: Where a food service contract is not in place or honoured, the licensee must provide suitable kitchen equipment capable of providing hot or cold food items suitable for a light meal.

Entertainment and Events

3.3.10 Licensees may have private events within the taproom area. During an event, food service must be provided.

3.3.11 Licensees may provide entertainment and games in the taproom premises as listed under section 5.10.

SUBJECT: CLASS A LICENCE MANUFACTURER TAPROOM (COMMUNITY HUB)

Special Event Licences

- 3.3.12 The licensee has the option to suspend its Class A Taproom licence to hold private Special Event Licences (SEL). The following conditions must be met in order to conduct such an event:
- a) an SEL must be issued to a qualified applicant prior to the event taking place;
 - b) all liquor purchases and sales are the responsibility of the SEL holder;
 - c) the Class A taproom licence must be suspended for the duration of the SEL; and
 - d) the SEL holder must comply to the SEL policies specified in Section 9.
- 3.3.13 The taproom licensee may charge a fee to the SEL holder for its services.
- 3.3.14 If the taproom licensee has a Class D off sales licence within the taproom premises where the SEL is occurring, the Class D licence must be suspended along with the Class A licence.
- 3.3.15 If the Class D off sales licence is in a separate and defined area with its own entrance/exit, and operates independently of the Class A licence, the Class D licence may remain in effect from that area only.

Minors

- 3.3.16 Minors are permitted in the premises, but must be accompanied by a parent, guardian or spouse who is an adult.
- 3.3.17 Minors are prohibited from working in the premises.

Note: Additional policies regarding minors may be found in section 5.5

SUBJECT: CLASS A LICENCE MANUFACTURER LOUNGE

POLICIES

- 3.4.1 A manufacturer holding a valid Class E licence may obtain a Class A Manufacturer Lounge licence authorizing the sale of their products for on-premises consumption in order to provide customers the opportunity to assess the products. The manufacturer's lounge must not operate like other Class A premises (e.g. restaurant, bar, taproom).
- 3.4.2 The licensee may host functions at the premises directed at the education, tasting and promotion of the manufactured product (e.g. product launches, product anniversary events).

Physical Requirements

- 3.4.3 The licensed premises must be in a permanent facility and the licensee must operate and have legal control of the premises where the sale of the product will occur.
- 3.4.4 The manufacturer's lounge must meet the following requirements:
- a) the lounge must be located on the premises of the associated Class E manufacturing facility and the manufacturer must be producing liquor;
 - b) the premises must have a physically defined area acceptable to the AGLC;
 - c) there must be a service bar in the premises;
 - d) there must be public washrooms in accordance with the [Alberta Building Code](#); and
 - e) the premises may have an adjoining outdoor patio that meets the patio requirements specified in section 4.2.3a)

Product Sales

- 3.4.5 Only liquor products manufactured under the Class E licence may be sold at the premises. However, other liquor products may be used with the manufacturer's primary liquor ingredient in drinks that showcase the manufacturer's products. These other products must not be sold exclusively on their own.
- 3.4.6 If the licensee has a Class D Off Sales licence, it may sell its manufactured products for off premises consumption. These

SUBJECT: CLASS A LICENCE MANUFACTURER LOUNGE

products must be sold in sealed containers. Special considerations exist for draught beer and bulk wine sales, including:

- a) the cap design should enable the purchaser to demonstrate that the container has not been opened during transportation;
- b) available quantities and related prices must be clearly displayed;
- c) disposable containers are acceptable, however, a container deposit may become necessary to ensure environmental concerns are addressed; and
- d) the federal government sets standards in areas such as acceptable container material and labelling content.

3.4.7 Tastings are permitted, but must comply with the Tastings policy listed under section 8.5.

3.4.8 The licensee must maintain records of all sales satisfactory to the AGLC.

Minors

3.4.9 Minors are permitted in the premises, but must be accompanied by a parent, guardian or spouse who is an adult.

3.4.10 Minors are prohibited from working in the premises.

Note: Additional policies regarding minors may be found in Section 5.5

SUBJECT: CLASS B LICENCE

POLICIES

- 3.5.1 A Class B licence for a recreational facility, tourist facility, race track, sports stadium, convention centre, theatre or public conveyance may be issued for the sale and consumption of liquor on premises open to persons who pay an entrance or user fee or buy a ticket, or on some other basis acceptable to the Board.
- 3.5.2 Class B licensed premises must have public washrooms in accordance with the Alberta Building Code, unless otherwise approved.

Recreational Facilities

- 3.5.3 Recreational facilities must meet the following requirements:
- a) the primary focus of the business is a recreational activity including, but not limited to, golf, skiing, racquetball, bowling, billiards or bingo; *(Amended Mar 2018)*
 - b) areas for liquor service and consumption must be clearly identified and furnished with appropriate tables, counter tops and chairs; and
 - c) food service acceptable to the Board must be provided (see subsection 5.4).
- 3.5.4 A seasonal recreational facility may provide liquor service to private functions on the licensed premises during their off-season. No public advertising is allowed.

Billiard (Pool) Halls

- 3.5.5 There must be a minimum of eight (8) billiard tables on the licensed premises.

Bingo Halls

- 3.5.6 Bingo halls must meet the following requirements:
- a) the bingo facility licensee must apply for the liquor licence. The applicant may apply to licence all or a portion of the bingo gaming area. If electronic gaming devices are provided, minors must be prohibited;
 - b) food and/or liquor may be served by a third party under the authority of a management contract; and

SUBJECT: CLASS B LICENCE

- c) food service must be available during all hours of liquor service.

Spas/Salons/Barbershops *(Added Mar 2018)*

3.5.7 Spas, salons and barbershops offering the following services may be eligible for licensing:

- a) manicures;
- b) pedicures;
- c) facials;
- d) makeup applications;
- e) skin treatments;
- f) hair cutting and styling; or
- g) massage therapy administered by a medical or therapeutic professional registered by the Province of Alberta.

3.5.8 The applicant must meet the following requirements:

- a) all municipal licensing requirements including zoning, fire and health requirements;
- b) a selection of hot or cold food items suitable for a light meal or snack.

3.5.9 Businesses offering tattoo services, body piercings and “body rubs” (manipulation of the body of an adult or erotic nature) are not eligible for licensing.

Tourist Facilities

3.5.10 Liquor service may be provided at approved tourist facilities including museums, art galleries, guest ranches and Class E manufacturing facilities. *(Amended Nov 2014)*

3.5.10.1 A manufacturer holding a valid Class E licence may obtain a Class B (Tourist Facility) licence authorizing the sale of products made by the manufacturer with the following conditions:

- a) the licensee operates and has legal control of the premises where the sale of the product will occur;
- b) only products manufactured under the Class E licence may be sold at the premises;

SUBJECT: CLASS B LICENCE

- c) the licensee must maintain records of all sales satisfactory to the AGLC. *(Added Nov 2014)*

Race Tracks

- 3.5.11 A race track licence may be issued for a facility primarily used for horse racing regulated under the Horse Racing Alberta Act.

Sports Stadiums

- 3.5.12 Sports stadiums must meet the following requirements:
 - a) the sports stadium or arena must be built primarily for staging sporting events (liquor service may also be provided during major outdoor concerts or other events approved by the AGLC). A municipal bylaw may restrict the days, hours and areas in which liquor may be sold and consumed; and
 - b) food service must be provided during liquor service. "Fast foods" such as hot dogs and hamburgers are acceptable in these venues.

Convention Centres

- 3.5.13 Convention centres must be designed and used for the holding of conventions, meetings, receptions, trade shows and conferences (liquor service at these facilities may also be provided during public events including musical concerts and sporting events approved by the AGLC).

Theatres (Movie Houses and Live Theatres)

- 3.5.14
 - a) In a movie theatre, liquor may be sold and consumed in the following areas:
 - i) designated area in the lobby;
 - ii) the seating area; and *(amended Aug 2017)*
 - iii) the green room.
 - b) in a live theatre, liquor may be sold and consumed in the following areas:
 - i) the lobby/concourse area;
 - ii) the seating area; and

SUBJECT: CLASS B LICENCE

iii) the green room.

3.5.15 Food service is not required when serving liquor at a theatre.

Public Conveyances

3.5.16 Public conveyances mean vehicles which provide transportation to members of the public for a fee, such as commercial aircraft, trains, buses and limousines. Taxis are ineligible for a Class B license.

3.5.17 Public conveyances must comply with the following conditions:

- a) liquor must be purchased from the AGLC or authorized outlets when the trip is entirely within Alberta;
- b) liquor may be served and consumed only while en route;
- c) for charter trips, liquor service is allowed only when the majority of passengers are adults (excluding limousines, as noted in Section 3.5.21g);
- d) only adult passengers may receive liquor service;
- e) in addition to the operator, an attendant employed by the licensee must normally be on duty to serve liquor and supervise passengers (excluding limousines as noted in Section 3.5.21j);
- f) food service is not required but non-alcoholic beverages must be available; and
- g) the licensee complies with all federal, provincial and municipal legislation regarding the legal operation of the vehicle.

3.5.18 "Limousine" means a luxury, chauffeur-driven vehicle not equipped with a meter, with a maximum seating capacity of 20.

3.5.19 In this subsection, seating capacity means the rated passenger load originally assigned to the vehicle by its manufacturer. The AGLC will not consider any changes to the seating capacity regardless of the modifications completed to a vehicle.

3.5.20 Vehicles with a seating capacity over 20, with the exception of buses as noted in Section 3.5.22, are not permitted to serve liquor or allow self-service of liquor.

3.5.21 Limousine licensees must comply with the following conditions:

SUBJECT: CLASS B LICENCE

- a) the licensee must provide the AGLC with the Vehicle Identification Numbers of all licensed limousines;
- b) a copy of the Class B licence must be retained in each licensed limousine;
- c) a licence identifier sticker provided by the AGLC must be affixed to the rear exterior of the limousine and be clearly visible from directly behind the vehicle; *(Amended Dec 2013)*
- d) a licensee and limousine driver must comply with all legislation regarding the legal operation of the vehicle;
- e) a licensee and limousine drivers must have ProServe registration (see Section 1.6);
- f) the purchase of liquor cannot be required as a condition of booking a limousine;
- g) no minors are allowed in the limousine when liquor is provided;
- h) the use of a licensed limousine for "pub crawls" (conveying passengers from bar to bar) conducted or organized by the licensee is not allowed;
- i) all liquor purchased, provided or consumed in a limousine must be from the licensee, with the exception of wine as per Section 5.3.3;
- j) self service is permitted;
- k) no more than 20 passengers are permitted in a licensed limousine when liquor service is provided;
- l) licensees are not permitted to advertise the availability of liquor service in limousines with seating capacities over 20;
- m) licensees must receive the prior approval of the AGLC to provide live entertainment;
- n) nude entertainment is not allowed; and
- o) prior approval of the AGLC is required if a limousine is rented or operated by anyone other than the licensee or employees of the licensee.

3.5.22 "Bus" means a vehicle with a passenger seating capacity greater than 20 intended for destination travel outside of a municipality.

SUBJECT: CLASS B LICENCE

3.5.23 Buses must comply with the following conditions:

- a) a licensee and bus driver must comply with all legislation regarding the legal operation of the vehicle;
- b) attendant employed by the licensee to serve liquor and supervise passengers must have ProServe registration (see Section 1.6);
- c) a copy of the liquor license must be retained in the vehicle;
- d) the use of a licensed bus for travel solely within a municipality is not allowed;
- e) the use of a licensed bus for "pub crawls" (conveying passengers from bar to bar) within or between municipalities conducted or organized by the licensee is not allowed;
- f) all liquor purchased, provided or consumed in a bus must be from the licensee, with the exception of wine as per Section 5.3.3;
- g) live entertainment must receive the prior approval of the AGLC;
- h) nude entertainment is not allowed; and
- i) prior approval is required if a bus is rented or operated by anyone other than the licensee or employees of the licensee.

Licence Extensions

3.5.24 A Class B licensee may request:

- a) an extension to banquet and other rooms located within the same complex (see subsection 4.1);
- b) an extension to an adjoining patio area (see subsection 4.2); or
- c) Caterer's Extension to provide food and liquor to events away from the licensed premises (see subsection 4.3).

SUBJECT: CLASS C LICENCE

POLICIES

3.6.1 A Class C licence may be issued for the sale and consumption of liquor on a permanent licensed premises not open to the general public, but established primarily for the use of members and their guests, residents and their guests, or on some other basis acceptable to the Board (e.g., a clubhouse, adults residence, etc.).

Clubs

3.6.2 "Club" means an association or organization incorporated or registered under the laws of Alberta or Canada and operated solely for the non-profit benefit of the registered membership.

3.6.3 A Class C licence may be issued to a club (see Sections 3.6.12 - 3.6.13) for one or more areas established primarily for the use of its members and their guests. The club must be established in a permanent location rightfully controlled by the club.

3.6.4 Staff functions may be held occasionally under the licence.

3.6.5 Liquor service may be provided anytime between 10 a.m. and 2 a.m., followed by a maximum one hour period to consume served drinks.

Travellers' Lounges

3.6.6 A Class C licence may be issued for one or more areas established for the sole use of passengers waiting to board a public conveyance (e.g., commercial aircraft, passenger train or bus).

3.6.7 Liquor may be served 24 hours a day in a Class C airport lounge.

Canteens

3.6.8 A Class C licence may be issued for one or more areas established primarily for the use of military, police or correctional personnel and their guests.

3.6.9 Hours of liquor service are as authorized by the officer in charge.

Educational Institutions

3.6.10 A Class C licence may be issued to:

- a) a post-secondary institute for one or more areas established primarily for the use of its students; or

SUBJECT: CLASS C LICENCE

- b) a school board-operated premises for one or more areas established for the use of its adult staff.

Adult Residences

- 3.6.11 A Class C licence may be issued for one or more areas established primarily for the use of residents.

GUIDELINES

Clubs

- 3.6.12 The constitution and by-laws of a club applying for a Class C licence should clearly specify:

- a) membership criteria, including a procedure to approve membership following an appropriate waiting period, normally one week (except golf and curling clubs where a user fee is paid);
- b) procedures for members to admit and control the number of guests;
- c) what is unique about club membership; and
- d) procedures in place for the election of the club executive by the general membership.

- 3.6.13 A club applying for a Class C licence should normally have:

- a) a minimum of 50 members at the time of its licence application (upon request, the AGLC must be provided with a membership list, including names, addresses and telephone numbers);
- b) held regular meetings before the application is submitted;
- c) suitable food services as per Section 5.4; and
- d) washrooms for the exclusive use by members and guests.

- 3.6.14 A licensee may provide liquor service to private non-member events on the licensed premises with the following conditions:

- a) a meal must be catered or provided; and
- b) no public advertising is allowed.

- 3.6.15 A club with a Class C licence may apply for:

SUBJECT: CLASS C LICENCE

- a) an extension to banquet rooms and other rooms located within the club complex (see Section 4.1); or
- b) a Caterer's Extension to provide food and liquor to an off-premises event where attendance is restricted to club members and their guests (see Section 4.3).

SUBJECT: CLASS D LICENCE - RETAIL AND GENERAL MERCHANDISE LIQUOR STORES

POLICIES

3.7.1 A Class D licence may be issued to the owner of a Retail Liquor Store or General Merchandise Liquor store.

GUIDELINES

3.7.2 Additional Board policies related to Class D licences for retail and general merchandise liquor stores are detailed in the Retail Liquor Stores Handbook and the General Merchandise Liquor Store Handbook. These handbooks may be accessed on the AGLC website at the following links:

Retail Liquor Store Handbook:

http://aglc.ca/pdf/handbooks/retail_liquor_stores.pdf

General Merchandise Liquor Store Handbook:

http://aglc.ca/pdf/handbooks/general_merchandise_handbook.pdf

SUBJECT: CLASS D LICENCE - GENERAL OFF SALES

POLICIES

3.8.1 "Hotel" means an integrated facility that:

- a) provides overnight guest room accommodation for the travelling public;
- b) normally has a minimum number of furnished guest rooms, based on the population of the community in which it is located:

Population	Rooms
less than 5,000	10
Between 5,000 and 20,000	15
Between 20,000 and 100,000	20
over 100,000	25

- c) provides food service acceptable to the AGLC; and
- d) provides one or more of the following services:
 - i) room attendant;
 - ii) telephone; and/or
 - iii) laundry.

3.8.2 A Class D licence may be issued to a hotel owner, or other premises approved by the Board, with a valid Class A licence for the sale of beer, wine and spirits for off-premises consumption (off sales) from one or more of the following locations:

- a) a service counter on the Class A licensed premises;
- b) a specific "off sales area" on the Class A licensed premises and accessible only from the licensed premises; or
- c) an "off sales room" (see Section 3.8.6).

3.8.3 To be considered for a Class D licence, a Class A licensed premises must meet all of the requirements of a hotel (see Section 3.8.1) and be located under the same roof as the hotel guest rooms, unless the hotel is in a resort complex with the guest rooms separate from the main lodge.

3.8.4 A Class D licensee is authorized to:

SUBJECT: CLASS D LICENCE - GENERAL OFF SALES

- a) set their own prices for off sales;
- b) sell liquor to other licensees; and
- c) sell Private Non-Sale and Private Resale Special Event licences.

3.8.5 Liquor sold under a Class D licence must be in sealed containers and removed from the premises by the patron immediately after purchase.

3.8.6 An off sales room must:

- a) be located under the same roof as the hotel guest rooms, unless the hotel is in a resort complex with guest rooms separate from the main lodge;
- b) be accessible from the Class A licensed premises, an unlicensed area within the hotel or directly from the outside;
- c) be separated by solid walls from any unlicensed area, (windows to the outside are acceptable);
- d) not exceed a total of 92.9 sq. metres (1000 sq. feet), including all areas (display, service counter, storage, coolers, etc.), with the following conditions:
 - i) the retail sales area (up to the face of the coolers) must be a maximum of 69.68 sq. metres (750 sq. feet); and
 - ii) where an adjacent cooler (storage space) is shared with a Class A licensed premises, a larger combined area may be considered; however, the retail sales area still must not exceed a maximum of 69.68 sq. metres (750 sq. feet).

3.8.7 No free liquor may be offered to patrons in an off sales room except for legitimate tasting purposes as specified in the Product Promotion Policy Guidelines (see Section 8.5).

3.8.8 A licensee may offer liquor tasting sessions for educational purposes to private groups, on or off premises (e.g., a wine tasting session at a private club). A Private Resale Special Event licence is required to conduct these sessions and must be by invitation only. For more information, contact the AGLC (see Section 1.3).

3.8.9 Tasting sessions must be conducted in a licensed area.

SUBJECT: CLASS D LICENCE - GENERAL OFF SALES

- 3.8.10 Apart from legitimate tasting sessions, liquor consumption is allowed only during customer appreciation, anniversary and grand opening events. Guests must be invited and at least 18 years of age.
- 3.8.11 No area within the off sales room may be set aside for casual liquor consumption (i.e., as a bar or lounge).
- 3.8.12 No food of any type may be offered in an off sales room except during:
- a) customer appreciation, anniversary and grand opening events; or
 - b) liquor tastings conducted by a liquor supplier (see Section 8.5), with the following conditions:
 - i) the food complements the liquor being tasted;
 - ii) the manufacturer makes the food arrangements;
 - iii) there is no charge or fee for the food, nor is the food available for purchase in the off sales room; and
 - iv) the food service ends when the tastings end.
- 3.8.13 Maximum hours of liquor off sales are from 10:00 a.m. to 2:50 a.m. and off sales are not allowed on Christmas Day (December 25).
- 3.8.14 A list of non-liquor items an off sales room may sell include the following (items not listed below are prohibited):
- a) soft drinks, juices and water (maximum size not to exceed two litres);
 - b) non-food items used in the preparation of cocktails (e.g. Tabasco sauce, Worcestershire sauce, hot buttered rum mix, mulled wine mixes and spices, hibiscus flowers, margarita rimmers and Clamato rimmers);
 - c) ice and ice buckets;
 - d) de-alcoholized beer, wine and coolers (products that have less than 1% alcohol by volume or less);
 - e) liquor flasks, wine containers, decanters, wineskins, wine racks, wine brushes and wine preservers;
 - f) beer containers and beer can holders/attachable handles;
 - g) disposable drink containers, coasters, and cocktail napkins;

SUBJECT: CLASS D LICENCE - GENERAL OFF SALES

- h) glassware (beer mugs, wine glasses, shot glasses);
 - i) bottle openers, pour spouts, corkscrews, cocktail shakers, stir sticks (e.g. lite straws), wine stoppers and bottle tops;
 - j) bottle bags, gift bags, gift boxes, gift wrapping, bottle neck greeting tags and personalized stick-on bottle labels;
 - k) liquor-related books, magazines and videos;
 - l) bar towels;
 - m) legal-limit breathalyzers;
 - n) gift baskets, provided the contents of the baskets are limited to liquor and authorized non-liquor product items; and
 - o) gift certificates.
- 3.8.15 No one under age 18 may be admitted to an off sales room unless accompanied by a parent, guardian or spouse who is an adult and who is on the licensed premises to purchase liquor for off-premises consumption.
- 3.8.16 Off sales from a drive-through window are not allowed.
- 3.8.17 Signage for an off-sales room must not:
- a) use words or acronyms that suggest government ownership or sponsorship (i.e., "Alberta Liquor Store," "ALCB" or "AGLC");
 - b) use slang words such as "booze," "hooch" or "moonshine";
 - c) include the name(s) or logo(s) of liquor or non-liquor brands or manufacturers;
 - d) feature images of:
 - i) a drinking glass;
 - ii) a cartoon character which appeals to minors;
 - iii) a character drinking or about to drink alcohol; or
 - iv) a character that appears to be intoxicated.
- 3.8.18 In addition to Board policies, signage for an off sales room must comply with federal, provincial and municipal legislation.
- 3.8.19 A Class D – General Off Sales licensee may deliver liquor subject to the conditions specified in Sections 3.10.4 – 3.10.7.

SUBJECT: CLASS D LICENCE - GENERAL OFF SALES

GUIDELINES

3.8.20 A hotel Class D licensee may refer to its off sales room as a "liquor store."

SUBJECT: CLASS D LICENCE - MANUFACTURER OFF SALES

POLICIES

3.9.1 A Manufacturer and Small Manufacturer holding a valid Class E licence may obtain a Class D Off Sales licence authorizing the sale of products made by the manufacturer for off-premises consumption with the following conditions: *(Amended Aug 2017)*

- a) the licensee operates and has legal control of the facility in which the off sales outlet is located; *(Amended Nov 2013)*
- b) unless otherwise approved by the Board, only products manufactured under the Class E licence may be sold through off sales;
- c) the licensee must pay the AGLC per-litre flat mark-up, container deposit, environmental fees and applicable GST charges for all off sales;
- d) the licensee must maintain records of all off sales satisfactory to the AGLC; and
- e) liquor sold under a Class D licence must be in sealed containers and removed from the premises by the patron for off-premises consumption.

3.9.2 A Small Manufacturer holding a Class D Manufacturer's Off Sales Licence may apply for an extension of the licence to allow the sale of product at farmers' markets approved by Alberta Agriculture and Forestry with the following conditions: *(Amended Aug 2017)*

- a) all provisions of Section 3.9.1 b) - e) must be met;
- b) a designated, self-contained area must be available for product storage, display and sales; *(Amended Mar 2017)*
- c) minors must not be served or sold any liquor; and *(Amended Feb 2017)*
- d) the small manufacturer must obtain approval from the desired farmers' market and responsible health authority. *(Amended Aug 2017)*

3.9.3 A Small Manufacturer may also apply for an extension of the Class D Manufacturer's Off Sales Licence to allow the sale of product at artisan markets approved in advance by the AGLC. In addition to meeting the conditions specified in Section 3.9.2a) – d), the artisan

SUBJECT: CLASS D LICENCE - MANUFACTURER OFF SALES

market must have a written jurying process (or similar show entry or vendor selection process) that ensures:

- a) the market focus is on high-quality, handmade goods;
- b) the market is composed entirely of vendors/manufacturers who sell market goods of their own making and not commercially produced goods;
- c) market vendors/manufacturers are permitted to only sell their own manufactured products;
- d) no used goods are permitted;
- e) each manufacturer has its own booth that must be staffed by the manufacturer or its direct employees;
- f) the market is comprised of a variety of artisan vendor types; and
- g) liquor products and/or work assembled from commercial kits or materials are not allowed.

(Added Mar 2017)

3.9.4 No one under age 18 may be admitted to an off sales outlet unless accompanied by a parent, guardian or spouse who is an adult and who is on the licensed premises to purchase liquor for off-premises consumption.

3.9.5 A Class D – Manufacturer’s Off Sales licensee may deliver liquor subject to the conditions specified in Sections 3.10.4 – 3.10.7. *(Amended Nov 2013)*

3.9.6 In addition to these policies, a licensee must comply with Board policies for:

- a) advertising (see Section 7); and
- b) product promotions (see Section 8).

3.9.7 Records maintained by the licensee are subject to audit by the AGLC.

3.9.8 A licensee may designate a self-contained area within the off sales outlet for hospitality purposes. Products used for hospitality purposes must be purchased from the AGLC.

SECTION: CLASSES OF LICENCES
NUMBER: 3.9

LICENSEE HANDBOOK

PAGE 3 OF 3

SUBJECT: CLASS D LICENCE - MANUFACTURER OFF SALES

3.9.9 A licensee is authorized to set their own prices for off sales, however sales to licensees must be at the registered wholesale price. *(Amended Apr 2017)*

DATE ISSUED: August 15, 2017 **AUTHORITY:** Original signed by Gael MacLeod

SUBJECT: CLASS D LICENCE - DELIVERY SERVICE

POLICY

- 3.10.1 A Class D licence may be issued to an individual or company to operate a liquor delivery service where the applicant:
- a) provides other delivery services as well (e.g., for groceries or prepared foods; prescriptions; gift baskets; flower or balloon arrangements; or passengers, as in the case of a taxi company); and
 - b) is not a Class A, B or C licensee.
- 3.10.2 Liquor to fill orders must be purchased from a licensed retail liquor store, general merchandise liquor store or from general off sales or manufacturer's off sales in Alberta. *(Amended Aug 2013).*
- 3.10.3 Liquor that has been ordered by customers may be stored on the licensed premises or another location specified on the licence.
- 3.10.4 Liquor delivery is subject to the following conditions:
- a) Liquor must only be delivered to locations within Alberta where liquor possession and consumption is legal (i.e., a private residence, temporary residence or office). *(Amended, Aug 2013)*
 - b) The delivery person must be at least 18 years of age and either:
 - i) the licensee; or
 - ii) an employee of the licensee whose actions are the responsibility of the licensee.
 - c) When an order is to be delivered to an individual who appears to be under age 25, the delivery person must check photograph identification (see Section 5.5) and record the following information:
 - i) the individual's name (as per the identification);
 - ii) age;
 - iii) date and time of delivery; and
 - iv) product delivered.
- 3.10.5 Each order must be accompanied by a completed Delivery Order Slip (see Section 14.5). The Delivery Order Slip must include all of the following information:

SUBJECT: CLASS D LICENCE - DELIVERY SERVICE

- a) the name, address and phone number of the store where the liquor was obtained;
- b) the name, address and phone number of the purchaser;
- c) a list of the liquor being delivered (including price);
- d) the delivery charge (if applicable); and
- e) the Class D licence number (to complete the statement, "This liquor is being delivered in accordance with AGLC policy under Class D Licence No. _____").

3.10.6 The Delivery Order Slip and the receipt from the liquor retailer must be kept by the licensee for one year.

3.10.7 A liquor order must leave the licensed premises during regular business hours; however, delivery may continue for 30 minutes after closing (see Section 5.1.1).

GUIDELINES

3.10.8 A licensee may charge a fee for delivery services.

3.10.9 More than one order may be delivered at a time.

SUBJECT: CLASS D LICENCE - SACRAMENTAL WINE RESALE

POLICY

- 3.11.1 A Class D Sacramental Wine Resale licence may be issued to a person who operates a church supply retail business.
- 3.11.2 A licensee may stock and sell sacramental wine only to authorities of a church or religious body, a priest, a minister or a member of a clergy.

SUBJECT: CLASS D LICENCE - COMMERCIAL CATERER

POLICIES

- 3.12.1 A "private event" means a function open only to an individual or an organization's members and their guests, or a function held in a private residence for residents and their guests.
- 3.12.2 A "public catered event" means a function open to the general public. Public events are normally held by community-based organizations and include fairs, rodeos, exhibitions and sports days.
- 3.12.3 A Class D licence may be issued to a catering business to provide food and liquor services off premises to private and public functions.
- 3.12.4 A licensee must meet the following conditions:
- a) Liquor service must be secondary to meal service.
 - b) Liquor service cannot be required as a condition of providing meal service.
 - c) Food must be prepared in a permanent, suitably equipped kitchen approved by the AGLC, which also meets Health Authority requirements (see Section 3.12.8).
 - d) Staff must be available to prepare and/or serve food, provide or sell liquor and supervise patrons during all hours of liquor service.
 - e) Minors are not allowed to manage a catered event or to sell or serve liquor.
 - f) A photocopy of the licence must be posted at the location during the event.
 - g) Specific requirements for private and public catered events are provided in Sections 3.12.5 and 3.12.6.
- 3.12.4.1 The following areas are suitable for commercial catered events:
- a) community halls;
 - b) banquet rooms;
 - c) meeting rooms;
 - d) fenced areas;

SUBJECT: CLASS D LICENCE - COMMERCIAL CATERER

- e) tents or other temporary structures, with prior approval of municipal authorities;
- f) schools/educational institutions, with prior approval of a school official (principal, trustee);
- g) buses, with the prior approval of the AGLC;
- h) Class A, B or C licensed premises, or a portion of the licensed premises, where the AGLC has approved a temporary suspension of the existing licence;
- i) Party rooms in multiple family residential complexes; and
- j) Private residences.

(Added Apr 2016)

3.12.5 Private Catered Event

- a) A licensee must provide advance written notice to the AGLC, although approval is not required (see Section 3.12.7).
- b) The host organization or resident may advertise tickets for the function only to its members/residents and their guests; no public advertising is allowed.
- c) Tickets may be sold by members/residents of the host.
- d) Liquor may be served and consumed outdoors only in an enclosed area (e.g., hall, tent or fenced-in area).

3.12.6 Public Catered Event

- a) A licensee must submit an application to the AGLC and receive prior approval (see Section 3.12.7).
- b) Tickets for the event may be advertised and sold to the public.
- c) *(Deleted Apr 2016)*

3.12.7 The following information is required by the AGLC for both private and public catered events:

- a) type of function;
- b) host of the function (person or organization requesting catering);
- c) date and hours of the function;

SUBJECT: CLASS D LICENCE - COMMERCIAL CATERER

- d) food service to be provided;
- e) location of the function; and
- f) expected attendance at the function.

GUIDELINES

3.12.8 The kitchen should be equipped with commercial appliances including a range, deep fryer, convection oven, refrigerator and dishwasher, and also have a food storage area and a food preparation area.

SUBJECT: CLASS E LICENCE - MANUFACTURER

POLICIES

3.13.1 A Class E Manufacturer's licence may be issued to a qualified applicant to manufacture:

- a) 400,000 hectolitres(hl) or more of beer in total annual worldwide production (AWP);
- b) 20,000 hl or more of cider or ready-to-drink beverages (e.g. coolers) in total AWP (i.e. any combination of cider and ready-to-drink beverages at or above 20,000 hl);
- c) 10,000 hl or more of wine or mead in total AWP; (i.e. any combination of wine and mead at or above 10,000 hl); or
- d) 1,500 hl or more of spirits in total AWP.

(Added Aug 2017)

3.13.2 Annual Worldwide Production (AWP)

The AGLC includes the total AWP in the facility/facilities (based on the previous calendar year) where the liquor manufacturer is or was producing or obtaining its liquor products. This shall include all liquor products (containing liquor and non-liquor products) and all contracted or leased volumes being produced for all manufacturers at other facilities. For the purpose of determining AWP, the following applies:

- a) the manufacturer must provide independent verification to the AGLC that reported production volumes of all products are accurately reflected in the Declaration of Production (Form 456). This verification must be submitted to the AGLC within 90 days of the previous calendar year;
- b) independent verification must be provided by an internal or external auditor/accountant, or through submission of assessed taxation reports. Those providing the verification must be independent of management and in good standing with their legislatively recognized accounting body;
- c) if a manufacturer enters into a contract with another manufacturer to produce liquor products, the AWP for all manufacturers and for all products at other facilities will be added together to determine AWP;

SUBJECT: CLASS E LICENCE - MANUFACTURER

d) if a manufacturer or associate of the manufacturer [as defined in section 1(7) of the GLR] has controlling interest [as defined in Section 1(2) of the GLR] in another manufacturing facility, the AWP of all products in all facilities will be added together to determine the AWP; and

e) where one manufacturer rents, shares or leases a facility/facilities from another manufacturer, the AWP of all products in both facilities will be used in determining each of the manufacturer's AWP.

(Added Aug 2017)

3.13.3 When applying for a Class E licence, a manufacturer must provide proof of application of a Federal Excise Licence (e.g. confirmation email from the Canada Revenue Agency). See Section 3.11.24. *(Amended Jul 2015)*

3.13.4 Licensees must operate and have legal control of the manufacturing facility and equipment. The facility must be dedicated to the manufacture of liquor and be physically separate from other businesses (i.e. own entrance and exit separate for the entrance and exit of other businesses; floor to ceiling wall between the businesses; and own receiving and storage area separate from other businesses). In addition, a residence, as defined in Section 1(1)(z) of the *Gaming and Liquor Act*, is not an allowable location for a manufacturing facility. *(Added Aug 2017)*

3.13.5 Licensees must use raw materials (e.g. grain, juice or juice concentrate) and commercial manufacturing equipment to produce liquor. Blending neutral grain spirits with a flavouring agent is not considered manufacturing for the purpose of licensing eligibility. *(Amended Aug 2017)*

3.13.6 A licensee may manufacture alcoholic beverages allowed by the Food and Drug Regulation (Canada). Prior written approval of the AGLC is required for the manufacture of products not specified in the Food and Drug Regulation (Canada). *(Added Nov 2013)*

3.13.7 A licensee producing beer must manufacture all beer on site.

3.13.8 A licensee producing wine and cider must vinify 80% of wine on site ("Vinify" means to convert a sugar-containing solution such as fruit

SUBJECT: CLASS E LICENCE - MANUFACTURER

juice or honey into wine through fermentation. This process can start with the fruit (e.g., grapes), the juice or a juice concentrate).

- 3.13.9 A licensee producing spirits must distil 80% of spirits on site.
- 3.13.10 A licensee that has been licensed for as minimum of six months may request approval from the AGLC to blend, flavour, or package (as defined in Section 3.16) liquor products obtained in bulk from other manufacturers/suppliers. (**Note:** Bulk means alcohol that is not packaged or sold to consumers). *(Added Aug 2017)*
- 3.13.11 The blended or flavoured products must not exceed 20% of the licensee's total annual (calendar year) production in the Alberta-based facility where the liquor is manufactured, blended, flavoured and/or packaged. For wineries, cideries and distilleries where 20% of the wine, cider and spirits may be vinified or distilled off-site, they must ensure 80% of their total annual production is not blended and/or flavoured, regardless of where the products are vinified or distilled. *(Added Aug 2017)*
- 3.13.12 A licensee may provide packaging services in any amount to other Class E licensees. *(Added Aug 2017)*
- 3.13.13 Licensees must have a quality control program in place to ensure the health and safety of liquor produced. *(Added Nov 2013)*
- 3.13.14 Liquor products manufactured by a licensee are subject to periodic chemical analysis by the AGLC to ensure AGLC standards are met for:
- a) appearance (colour, clarity, odour);
 - b) specific gravity;
 - c) ethyl alcohol;
 - d) pH level;
 - e) volatile acidity (wines & ciders); and
 - f) sugar content (g/L) (beer, wines, coolers, ciders and liqueurs).
- 3.13.15 The licensee warrants that all products manufactured:
- a) are of merchantable quality, fit and intended for human consumption and free from defects or corruption of any kind;
 - b) fall within the maximum allowable limits as specified in the AGLC Quality and Health Standards and Alcohol Tolerances;

SUBJECT: CLASS E LICENCE - MANUFACTURER

- c) comply with AGLC standards for Tamper Evident Packaging; and
- d) are packaged and labelled in safe containers and packages and in compliance with the *Controlled Drugs and Substances Act* (Canada), the *Food and Drugs Act* (Canada) and any regulations passed under this legislation as may be amended from time to time. *(Added Nov 2013)*

3.13.16 The licensee must indemnify and hold harmless the AGLC, its employees and agents from any claims, demands, actions, liability, loss, expense or damage that may arise directly or indirectly out of the production, sale or consumption of goods produced by the Class E licensee or out of any act or omission of the Class E licensee, its employees or agents, including without limiting the generality of the foregoing:

- a) infringement of copyrights, patents or trademark rights by the Class E licensee;
- b) any defect, flaw, fault or corruption alleged or proven in any goods supplied by the Class E licensee;
- c) any failure by the Class E licensee to package or label goods as warranted above;
- d) non-compliance with the *Controlled Drugs and Substances Act* (Canada) and Regulations;
- e) non-compliance with the *Food and Drugs Act* (Canada) and Regulations;
- f) non-compliance with AGLC Quality and Health Standards and Alcohol Tolerances; and
- g) non-compliance with AGLC Standards for Tamper Evident Packaging. *(Added Nov 2013)*

3.13.17 A licensee is not permitted to produce vaporized alcoholic beverages. *(Added Nov 2013)*

3.13.18 A licensee must maintain records satisfactory to the AGLC, including details of raw materials purchased and used and final production figures. Licensee records are subject to review and audit by the AGLC. Contact the AGLC for more information about record keeping.

3.13.19 The AGLC retains the right to request a sample for analysis if required. *(Added Nov 2013)*

SUBJECT: CLASS E LICENCE - MANUFACTURER

- 3.13.20 A licensee may not enter into a contract or any other relationship with another licensee that results in an exchange of money, benefits or services except as allowed under Section 8.
- 3.13.21 A licensee may provide or sell its product with the following conditions:
- a) the licensee is responsible to quote a price for each product it intends to manufacture;
 - b) product tastings and sampling must comply with Sections 8.5 and 8.6;
 - c) product sales to other licensees must meet conditions set by the AGLC;
 - d) product delivery directly to another licensee requires the written authorization of the AGLC; and
 - e) a product may be exported subject to conditions set by the federal government and the jurisdiction receiving the product.
- 3.13.22 In addition to meeting Board policy requirements, a licensee is required to:
- a) comply with federal government standards for alcohol content, type of container and labelling of its products (for more information please visit the website: laws.justice.gc.ca/eng/regulations).
 - b) ensure all production materials and end-products comply with Canadian Food and Drug Regulations (contact the Health Protection Branch, Health Canada in Edmonton or Calgary); and
 - c) comply with federal and provincial construction and production standards and pay all required licence fees, taxes and duties.
- 3.13.23 A licensee's products are subject to provincial markup. Markup rates depend on product type and alcohol percentage (see Markup Rate Schedule) *(Amended Aug 2017)*
- 3.13.24 Manufacturers are not permitted to sell their products at farmers' markets or artisan markets. *(Added Aug 2017)*
- 3.13.25 A Class A liquor licence will only be issued to a manufacturer holding a valid Class E Manufacturer's licence, or to a qualified applicant for a

SUBJECT: CLASS E LICENCE - MANUFACTURER

Class E – Manufacturer’s licence, if the Class A or B premises is located on the same premises as the Class E licensed premises. *(Added Aug 2017)*

- 3.13.26 A Class A liquor licence may be issued to a manufacturer holding a Class E Manufacturer’s licence, or to a qualified applicant for a Class E Manufacturer’s licence, if both premises are located on the same property and a Class A premises meets all Class A licensing requirements (see sections 3.1 and 3.2). *(Added Aug 2017)*
- 3.13.27 A Class A Manufacturer Taproom licence or a Class A Manufacturer Lounge licence may be issued to a manufacturer holding a valid Class E Manufacturer’s licence or to a qualified applicant for a Class E Manufacturer’s licence, if the licensee or applicant abides by the conditions in Sections 3.3 and 3.4. *(Added Aug 2017)*
- 3.13.28 A Class D Manufacturer’s Off Sales licence may be issued to a manufacturer holding a valid Class E Small Manufacturer’s licence or to a qualified applicant for a Class E Small Manufacturer’s licence, if the licensee or applicant abides by the conditions in Section 3.9. *(Added Aug 2017)*
- 3.13.29 If a manufacturer has a Class D Manufacturer’s Off Sales licence (see Subsection 3.9), sales to licensees must be at the registered wholesale price. *(Added Apr 2017)*

GUIDELINES

- 3.13.30 An out-of-province manufacturer that supplies product to the AGLC does not require a Class E licence.
- 3.13.31 A licensee may utilize a separate warehouse for aging purposes provided the warehouse is bonded and controlled and operated by the licensee.
- 3.13.32 Hospitality Rooms:
- a) a licensee may establish a hospitality room in a private reception area within the manufacturing facility;
 - b) where a licensee supplies products to the AGLC, the licensee may request authorization to use a hospitality room located within its corporate offices in Alberta for sampling purposes, under the authority of a Special Event Hospitality Licence; and
 - c) all products served in a hospitality room must be purchased from the AGLC.

SECTION: CLASSES OF LICENCES

NUMBER: 3.13

LICENSEE HANDBOOK

PAGE 7 OF 7

SUBJECT: CLASS E LICENCE - MANUFACTURER

3.13.33 Information on how to obtain a federal excise licence may be found on the Canada Revenue website: [Regional Excise Duty Offices - Canada.ca](#). *(Added Nov 2017)*

DATE ISSUED: August 15, 2017

AUTHORITY:

Original signed by
Gael MacLeod

SUBJECT: CLASS E LICENCE – SMALL MANUFACTURER

POLICIES

3.14.1 A Class E Manufacturer's licence may be issued to a qualified applicant to manufacture:

- a) less than 400,000 hectolitres(hl) of beer in total annual worldwide production (AWP);
- b) less than 20,000 hl of cider or ready-to-drink beverages (e.g. coolers) in total AWP (i.e. any combination of cider and ready-to-drink beverages below 20,000 hl);
- c) less than 10,000 hl of wine or mead in total AWP (i.e. any combination of wine or mead below 10,000 hl); or
- d) less than 1,500 hl of spirits in total AWP.

(Amended Aug 2017)

Note: If any of the above four thresholds are exceeded, (see Section 3.13.2 for explanation on AWP calculation), the manufacturer will no longer be considered a small manufacturer, and must comply with Section 3.13 - Manufacturer.

3.14.2 Licensees must comply with the manufacturing policies specified Subsections 3.13.3 – 3.13.23. *(Added Aug 2017)*

3.14.3 Small manufacturers are permitted to sell their products at farmers' markets and artisan markets (see Section 3.9). *(Added Aug 2017)*

3.14.4 One or more Class A liquor licences may be issued to a manufacturer holding a valid Class E Small Manufacturer's licence, or to a qualified applicant for a Class E Small Manufacturer's licence, if the Class A premises or proposed premises meets all Class A liquor licence requirements (see Sections 3.1 and 3.2). *(Added Aug 2017)*

3.14.5 If a Small Manufacturer exceeds the total AWP specified in Subsection 3.14.1, the manufacturer will no longer be eligible to sell its products at farmers' markets or artisan markets. *(Added Aug 2017)*

3.14.6 If a Small Manufacturer exceeds the total AWP specified in Subsection 3.14.1 and owns Class A premise located away from the manufacturing facility, the manufacturer must divest itself of these Class A premises within a year of declaring its total annual worldwide production to the AGLC. *(Added Aug 2017)*

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SUBJECT: CLASS E LICENCE – SMALL MANUFACTURER

3.14.7 If there is a sale, assignment or transfer of a portion of the small manufacturer's business to a manufacturer, the manufacturer the manufacturer must divest itself of any Class A premises located away from the manufacturing facility within a year of the sale, assignment or transfer.

GUIDELINES

3.14.8 A licensee may utilize a separate warehouse for aging purposes provided the warehouse is bonded and controlled and operated by the licensee.

3.14.9 Hospitality Rooms:

- a) a licensee may establish a hospitality room in a private reception area within the manufacturing facility;
- b) where a licensee supplies products to the AGLC, the licensee may request authorization to use a hospitality room located within its corporate offices in Alberta for sampling purposes, under the authority of a Special Event Hospitality Licence; and
- c) all products served in a hospitality room must be purchased from the AGLC.

3.14.10 A Class A Manufacturer's Taproom licence or Class A Manufacturer's Lounge licence may be issued to a Small Manufacturer holding a valid Class E – Small Manufacturer's licence, or to a qualified applicant for a Class E – Small Manufacturer's licence if the license or applicant abides by the conditions in Sections 3.3 or 3.4. *(Added Aug 2017)*

3.14.11 A Class D Manufacturer's Off Sales licence may be issued to a manufacturer holding a valid Class E Small Manufacturer's licence, or to a qualified applicant for a Class E Small Manufacturer's licence if the licensee or applicant abides by the conditions in Section 3.9.

SUBJECT: CLASS E LICENCE - COTTAGE WINERY

POLICIES

- 3.15.1 "Cottage winery" means a facility that manufactures wine for sale both through the AGLC and through off sales at the winery (farm gate).
- 3.15.2 A Class E licence may be issued to a qualified cottage winery to sell wine produced on site only. The cottage winery must meet the following production requirements:
- a) Minimum of five (5) acres of land in fruit production with the winery located on the orchard site; or minimum of 50 bee colonies with the winery located at the honey extracting site.
 - b) Fruit wine, including cider, is produced with a minimum of 75% fruit grown on land controlled by the winery and a maximum of 25% fruit from another Alberta grower for blending, flavour enhancement and to make up fruit production shortfall. *(Amended Nov 2013)*
 - c) Mead (honey wine) is produced with a minimum of 75% honey harvested by the winery and a maximum of 25% honey harvested elsewhere for blending, flavour enhancement and to make up honey production shortfall.
 - d) Braggot (mead made with malt and honey) is produced with a minimum of 50% of the fermentable sugars coming from honey, where the honey has the same minimum requirement as noted above in 3.13.2 b).
 - e) 100% of production is vinified on site. ("Vinify" means to convert a sugar-containing solution such as fruit juice or honey into wine through fermentation. This process can start with the fruit (e.g., grapes), the juice or a juice concentrate.
- 3.15.3 Cottage winery products are subject to periodic chemical analysis by the AGLC to ensure AGLC standards are met for:
- a) appearance (colour, clarity, odour);
 - b) specific gravity;
 - c) ethyl alcohol;
 - d) pH level;

SUBJECT: CLASS E LICENCE - COTTAGE WINERY

- e) volatile acidity (wines & ciders); and
 - f) sugar content (g/L) (beer, wines, coolers, ciders and liqueurs).
- 3.15.4 The cottage winery must use commercial manufacturing equipment to produce liquor from raw materials (e.g. grain or extract, etc). Licensees must operate and have legal control of the manufacturing facility and equipment. *(Added Nov 2013)*
- 3.15.5 The cottage winery must have a quality control program in place to ensure the health and safety of liquor produced. *(Added Nov 2013)*
- 3.15.6 The cottage winery warrants that all products manufactured:
- a) are of merchantable quality, fit and intended for human consumption and free from defects or corruption of any kind;
 - b) fall within the maximum allowable limits as specified in the AGLC Quality and Health Standards and Alcohol Tolerances;
 - c) comply with AGLC standards for Tamper Evident Packaging; and
 - d) are packaged and labelled in safe containers and packages and in compliance with the *Controlled Drugs and Substances Act* (Canada), the *Food and Drugs Act* (Canada) and any regulations passed under this legislation as may be amended from time to time. *(Added Nov 2013)*
- 3.15.7 The cottage winery must indemnify and hold harmless the AGLC, its employees and agents from any claims, demands, actions, liability, loss, expense or damage that may arise directly or indirectly out of the production, sale or consumption of goods produced by the cottage winery or out of any act or omission of the licensee, its employees or agents, including without limiting the generality of the foregoing:
- a) infringement of copyrights, patents or trademark rights by the Class E licensee;
 - b) any defect, flaw, fault or corruption alleged or proven in any goods supplied by the licensee;
 - c) any failure by the licensee to package or label goods as warranted above;

SUBJECT: CLASS E LICENCE - COTTAGE WINERY

- d) non-compliance with the *Controlled Drugs and Substances Act* (Canada) and Regulations;
 - e) non-compliance with the *Food and Drugs Act* (Canada) and Regulations;
 - f) non-compliance with AGLC Quality and Health Standards and Alcohol Tolerances; and
 - g) non-compliance with AGLC Standards for Tamper Evident Packaging. *(Added Nov 2013)*
- 3.15.8 The AGLC retains the right to request a sample for analysis if required. *(Added Nov 2013)*
- 3.15.9 In accordance with Board financial policies, an applicant or licensee must:
- a) provide an “Irrevocable Letter of Credit” in favour of the AGLC sufficient to cover two months' estimated sales levies;
 - b) submit required reports quarterly; and
 - c) maintain records satisfactory to the AGLC, including details of raw material purchases, sales, expenses, production and inventories. All records are subject to review and audit by the AGLC.
- 3.15.10 A licensee may provide or sell its product with the following conditions:
- a) the licensee is responsible to quote a price for each product it intends to manufacture and sell through the AGLC or on site;
 - b) product tastings and sampling must be conducted in compliance with Sections 8.5 and 8.6;
 - c) a product may be exported subject to any conditions set by the federal government and the jurisdiction receiving the product; and
 - d) sales to other licensees must be at the registered wholesale price. *(Added Apr 2017)*
- 3.15.11 A licensee must pay a mark-up to the AGLC as follows:
- a) \$0.70 per litre on sales at the farm gate (off sales).

SUBJECT: CLASS E LICENCE - COTTAGE WINERY

b) The same mark-up as paid by all Alberta wine manufacturers and suppliers of wine to Alberta on sales through the AGLC.

3.15.12 In addition to meeting Board policy requirements, a cottage winery is required to:

- a) comply with federal government standards for alcohol content, type of container and labelling of its products;
- b) ensure all production materials and end-products comply with Canadian Food and Drug Regulations (contact the Health Protection Branch, Health Canada in Edmonton or Calgary); and
- c) comply with federal and provincial construction and production standards and pay all required licence fees, taxes and duties.

3.15.13 A licensee may establish a hospitality room in a private reception area within the manufacturing facility. Product samples are subject to mark-ups as per Section 3.15.11.

SUBJECT: CLASS E LICENCE - PACKAGING

POLICIES

- 3.16.1 In Section 3.16:
- a) “blend” means to combine or mix liquor with other liquor or non-liquor ingredients;
 - b) “finished product” means the final packaged product intended for human consumption;
 - c) “flavour” means to deliberately alter the taste of; and
 - d) “package” means to transfer liquor into a container such as a bottle, can, box or other receptacle used for holding liquor and/or into any package that holds the containers.
- 3.16.2 A Class E - Packaging licence will only be issued to blend, flavor and/or package liquor for, or on behalf of, a liquor supplier as approved by the AGLC.
- 3.16.3 A Class E – Packaging licensee will be permitted to:
- a) blend, flavour and package liquor in its licensed premises;
 - b) possess and store the liquor it blends, flavours and packages in its licensed premises; and
 - c) deliver the liquor it blends, flavours and packages to:
 - i) the AGLC on behalf of the liquor supplier; or
 - ii) the liquor supplier.
- 3.16.4 A Class E - Packaging licensee is prohibited from manufacturing or selling liquor.
- 3.16.5 Before a Class E - Packaging licence is issued, the applicant must obtain a Federal Excise Licence.
- 3.16.6 The Class E - Packaging licensee warrants that all goods supplied to the AGLC:
- a) are of merchantable quality, fit and intended for human consumption and free from defects or corruption of any kind;
 - b) fall within the maximum allowable limits as specified in the AGLC Quality and Health Standards and Alcohol Tolerances;
 - c) comply with AGLC Standards for Tamper Evident Packaging; and

SUBJECT: CLASS E LICENCE - PACKAGING

d) are packaged and labelled in safe containers and packages and in compliance with the *Controlled Drugs and Substances Act* (Canada), the *Food and Drugs Act* (Canada) and any regulations passed under this legislation as may be amended from time to time.

3.16.7 Beverage containers in Alberta are governed by the *Environmental Protection and Enhancement Act* and the Beverage Container Recycling Regulation. This legislation requires all beverage containers to be registered. The AGLC will accept liquor containers that are of a type (e.g., glass bottle, polyethylene terephthalate (PET) bottle, aluminum cans) that are currently registered with the Beverage Container Management Board (BCMB).

3.16.8 Requests for products to be listed which are not in a container of a type currently registered in Alberta, must have the container registered with the BCMB. The AGLC will not list the product until the container is registered.

3.16.9 The Class E - Packaging licensee must indemnify and hold harmless the AGLC, its employees and agents from any claims, demands, actions, liability, loss, expense or damage that may arise directly or indirectly out of the production, sale or consumption of goods produced by the Class E – Packaging licensee or out of any act or omission of the Class E – Packaging licensee, its employees or agents, including without limiting the generality of the foregoing:

- a) infringement of copyrights, patents or trademark rights by the Class E – Packaging licensee;
- b) any defect, flaw, fault or corruption alleged or proven in any goods supplied by the Class E – Packaging licensee;
- c) any failure by the Class E – Packaging licensee to package or label goods as warranted above;
- d) non-compliance with the *Controlled Drugs and Substances Act* (Canada) and Regulations;
- e) non-compliance with the *Food and Drugs Act* (Canada) and Regulations;
- f) non-compliance with the AGLC Quality and Health Standards and Alcohol Tolerances;

SUBJECT: CLASS E LICENCE - PACKAGING

g) non-compliance with AGLC Standards for Tamper Evident Packaging.

3.16.10 The AGLC retains the right to request a sample for analysis, if required.

3.16.11 A Class E - Packaging licensee must maintain records satisfactory to the AGLC. Licensee records are subject to review and audit by the AGLC.

GUIDELINES

3.16.12 Information on how to obtain a federal excise licence may be found on the Canada Revenue website at the following link: canada.ca/en/revenue-agency/services/forms-publications/publications

3.16.13 AGLC Standards for Tamper Evident Packaging may be found at aglc.ca.

3.16.14 For information on registering a container contact the BCMB via telephone at 780-424-3193 or 1-888-424-7671, fax at 780-428-4620 or email at info@bcmb.ab.ca.

SUBJECT: DUTY FREE STORE LICENCE

POLICIES

- 3.17.1 A Duty Free Store licence may be issued to a qualified retail outlet to sell liquor to persons taking the liquor out of Canada.
- 3.17.2 Only unopened liquor in an AGLC-approved container may be sold by the licensee, licensee staff or agents.
- 3.17.3 The retail outlet must be licensed under the *Customs Act* (Canada) to sell duty free merchandise. If the *Customs Act* licence expires or is cancelled, the Duty Free Store licence is also cancelled.

SUBJECT: GUEST ROOMS, BANQUET ROOMS AND MEETING ROOMS

POLICIES

4.1.1 A Class A, Class B or Class C licence may be extended to include other rooms located within the same complex as the licensed premises.

4.1.2 Self-Service Bars in Guest Rooms

A hotel with a Class A licence may provide self-service bars in hotel guest rooms with the following conditions:

- a) Liquor must be stocked within a lockable bar.
- b) A selection of soft drinks and snacks must be provided.
- c) A price list must accompany the bar.
- d) The bar key must be given only to an adult.

4.1.3 Room Service

A hotel with a Class A licence may provide liquor service to adults in hotel guest rooms with the following conditions:

- a) Maximum hours of liquor service must be those shown on the licence.
- b) Staff under 18 years of age may not be involved in any way with liquor service or delivery.
- c) Suitable food and snacks must also be available for purchase.
- d) Where the licensee is not the building owner, the written authorization of the building owner is required.

4.1.4 Banquet Rooms and Meeting Rooms

A Class A, Class B or Class C licensee may request an extension to provide liquor service to adults attending private and occasional public functions in banquet rooms, banquet room foyer areas or meeting rooms with the following conditions:

- a) Maximum hours of liquor service are normally the hours endorsed on the licence; however, the Board will consider special requests.
- b) The licensee is responsible to maintain adequate supervision at all times.

SUBJECT: GUEST ROOMS, BANQUET ROOMS AND MEETING ROOMS

- c) Private functions are permitted without any prior approval from the AGLC.
- d) Public functions require prior approval from the AGLC.
- e) Sponsorship of a public function by a liquor manufacturer must comply with Section 7.6. Co-sponsorship of a public function with a promoter or other group is acceptable provided that the licensee receives all proceeds from liquor sales.
- f) Attendance at a licensee-sponsored function is normally limited to 2,000 or the maximum occupant load under the Fire Code, whichever is less (see Section 5.13).
- g) Minors are prohibited at functions where nude entertainment is provided.
- h) If the public function allows minors (e.g., sporting, musical or theatrical events), food service acceptable to the AGLC is required (see Section 5.4). The price of food may be included in the admission price.

SUBJECT: PATIO EXTENSION

POLICIES

- 4.2.1 An outdoor patio that is approved for a Class A, B or C licence is considered part of the licensed premises and is subject to all of the conditions of the licence.
- 4.2.2 An application for a patio extension must be approved by the AGLC in advance, including a plan or a line drawing showing the layout and the location of the licensed areas, entrances, kitchen and washrooms in relation to the proposed patio.
- 4.2.3 The following requirements apply, based on licence classification:
- a) Class A – Minors Allowed Licensed Premises:
 - i) the patio must be on the same property as the licensed premises;
 - ii) the patio must be under the control of the licensee;
 - iii) the patio must be suitably defined (e.g., enclosed by planters, a rope, railing or similar barrier); and
 - iv) the patio may be accessed from the public areas and/or from within the premises.

(Amended May 2017)

- b) Class A – Minors Prohibited Licensed Premises
 - i) the patio must be on the same property as the licensed premises;
 - ii) the patio must be under the control of the licensee;
 - iii) the patio must be suitably defined (e.g., enclosed by planters, a rope, railing or similar barrier);
 - iv) the patio may be accessed from public areas and/or from within the premises; and
 - v) signage prohibiting minors must be prominently displayed.

(Amended May 2017)

- c) Classes B and C Premises – Primarily Indoor Activities (e.g., billiard rooms, service clubs, curling clubs):

SUBJECT: PATIO EXTENSION

- i) the patio must be on the same property as the licensed premises;
- ii) the patio must be under the control of the licensee;
- iii) the patio must be suitably defined (e.g., enclosed by planters, a rope, railing or similar barrier); and
- iv) the patio may be accessed from public areas and/or from within the licensed premises.

(Amended May 2017)

- d) Classes B and C Premises – Primarily Outdoor Activities (e.g., golf courses, tourist facilities, ski areas):
 - i) the patio must be on the same property as the licensed premises;
 - ii) the patio must be under the control of the licensee;
 - iii) the patio must be suitably defined (e.g., with rope, signs or a railing); and
 - iv) the patio may be accessed from public areas and/or from within the premises.

(Amended May 2017)

4.2.4 A Class A Minors Allowed licensed patio adjacent to a Class A Minors Prohibited licensed patio must be separated as follows:

- a) Railings, wall or similar barriers must be a minimum of three feet high separating the two patios. *(Amended May 2017)*
- b) A “Staff Only” sign must be posted at any service gate between the two licensed patios.
- c) A “No Minors” sign must be posted between the two patios, clearly identifying the Minors Prohibited side.

Sidewalk Patios

4.2.4.1 Where licensees want liquor service for tables directly on a public sidewalk, next to or directly in front of their premises:

- a) the patio must be suitably defined (e.g., enclosed by planters, a rope, railing or similar barrier); and

SUBJECT: PATIO EXTENSION

b) the licensee must have municipal approval, including granting care and control of any unlicensed space the licensee may have to cross with the liquor. *(Added May 2017)*

4.2.4.2 For Minors Allowed sidewalk patios where the licensed space is very small and cannot reasonably accommodate the defined area specified in Section 4.2.4.1a), the AGLC may consider signage clearly indicating the number of licensed tables and total seating capacity (e.g. "Two tables with a total seating capacity of 4 persons are licensed for liquor consumption.") *(Added May 2017)*

4.2.4.3 For all licensed patios, licensees must ensure patrons do not depart the patio space while in possession of liquor, with the exception of properly corked wine (see Section 5.1.15). *(Added May 2017)*

4.2.5 *(Deleted May 2017)*

4.2.6 *(Deleted May 2017)*

4.2.7 A temporary patio to accommodate 201 to 2,000 people may be considered for a community event if the capacity of the patio does not exceed double the capacity of the indoor licensed area (two to one ratio). *(Amended May 2017)*

4.2.8 *(Deleted Aug 2016)*

4.2.9 *(Deleted Aug 2016)*

GUIDELINES

4.2.10 A temporary patio may be considered for a community event (a festival; activity such as a fair, rodeo or sports day; or celebration conducted and sponsored by a non-profit organization) or a one (1) day customer appreciation day. The temporary patio must be on the same property as the licensed premises. *(Amended May 2017)*

4.2.10.1 The request for a temporary patio must be submitted at least three (3) weeks prior to the event, with the following information:

- a) date and hours of the event;
- b) a line drawing of the proposed patio layout and description of how it will be defined;

SUBJECT: PATIO EXTENSION

- c) patio capacity;
- d) food service;
- e) supervision; and
- f) authorization of the municipality and/or the host of the community event, if requested by the AGLC.

4.2.11 A Class A, B or C licence may be extended to a swimming pool area under the same conditions as a patio extension.

4.2.12 In addition to meeting Board policy requirements, applicants may need to obtain the approval of municipal, police, health, fire and landlord authorities.

SUBJECT: CATERER'S EXTENSION

POLICY

- 4.3.1 A Class A, B or C licence may be extended to provide liquor service at a function away from the licensed premises:
- a) if the extension is under a Class A Minors Prohibited licence, the catered function is also Minors Prohibited.
 - b) If the extension is under a Class C licence, attendance at the catered function is restricted to the licensee's members or residents (as applicable) and their guests.
- 4.3.2 Only liquor purchased under the Class A, B or C licence may be transported to a catered function for sale and consumption at that location. All unused liquor must be returned to the licensed premises for use in accordance with the licence conditions.
- 4.3.3 Under a Caterer's Extension, a licensee must:
- a) ensure a selection of food items is available;
 - b) provide liquor service only during the hours endorsed on the licence unless otherwise approved by the Board;
 - c) ensure liquor is not included in the admission price of the function and follow Board policy with respect to liquor pricing (see Section 5.2);
 - d) ensure a separate Special Event licence is obtained by the convener of the event for wine served during the meal, if the wine is supplied by the convener of the event;
 - e) ensure the function is properly staffed and supervised; and
 - f) post a copy of the licence and a letter of approval from the AGLC at the function location.
- 4.3.4 Licensees may request approval from the AGLC to cater liquor at a public function held in conjunction with a community event (i.e., a festival; activity such as a fair, rodeo, or sports day; or a celebration conducted and sponsored by a non-profit organization).
- 4.3.5 Co-sponsorship of a public function with a promoter or other group is acceptable provided that all proceeds from liquor sales go to the licensee.

SUBJECT: CATERER'S EXTENSION

4.3.6 Attendance at a function catered by a licensee will normally be limited to the lesser of 2,000 patrons or the maximum occupant load under the Fire Code.

GUIDELINES

4.3.7 To request a Caterer's Extension, a licensee is required to submit an Application for Public Function or Caterer's Extension (Form REG/5041) to the AGLC at least three (3) weeks before the event, providing the following information:

- a) type of function;
- b) third party that is holding the function;
- c) date and hours of the function;
- d) food service to be provided;
- e) location of the function;
- f) expected attendance at the function;
- g) a line drawing of the layout of the licensed area; and
- h) security details.

4.3.8 In addition to meeting Board policy requirements, applicants may need to obtain the approval of municipal, police, health, fire and landlord authorities.

4.3.9 Except for functions in private residences and special "one time" extensions, locations included in a Caterer's Extension may be inspected before approval.

4.3.10 Class A and B licensees may advertise "fully licensed catering of functions available;"

4.3.11 Class A, B and C licensees who request a Caterer's Extension to a function not considered to be family-oriented may be required by the AGLC to prohibit minors.

SUBJECT: HOURS OF LIQUOR SALES AND CONSUMPTION

POLICIES

5.1.1 The maximum hours of liquor sales or service are as follows:

Class A, B or C Licence

a) For all licensed premises other than those specifically mentioned in Section 5.1.1b):

10:00 a.m. - 2:00 a.m.

b) Convention centre, public conveyance, canteen, traveller's lounge:

set by the Board

c) Race track:

two (2) hours before post time until end of last race, but subject to the hours set out in Section 5.1.1a);

d) Sports stadium that is subject to stadium bylaws:

during the hours specified in the stadium bylaws, but subject to the hours set out in Section 5.1.1a);

e) Sports stadium that is not subject to stadium bylaws:

two (2) hours before start of event until end of event, subject to the hours set out in Section 5.1.1a); and

f) theatre

two (2) hours before opening curtain until final curtain, but subject to the hours set out in Section 5.1.1a).

Class D Licence

a) Retail liquor store licence 10:00 a.m. - 2:00 a.m.;

b) General merchandise liquor store 10:00 a.m. - 2:00 a.m.;

c) General off sales licence 10:00 a.m. - 2:50 a.m.;

d) Manufacturer's off sales licence 10:00 a.m. - 2:00 a.m.;

e) Sacramental wine resale licence 9:00 a.m. - 9:00 p.m.;

f) Delivery service licence 10:00 a.m. – 1/2 hour after last purchase was made; and

SUBJECT: HOURS OF LIQUOR SALES AND CONSUMPTION

g) Duty free store licence set by Board

5.1.2 Where on-premises consumption is authorized, liquor consumption may continue for a maximum of one (1) hour after liquor service ends. All liquor must be cleared from patron areas by 3:00 a.m.

5.1.3 All patrons must leave a Class A Minors Prohibited licensed premises at the end of the one (1) hour consumption period. The only persons allowed to remain are the licensee's spouse and staff, and workers maintaining or making repairs to the licensed premises.

5.1.4 Section 5.1.3 applies equally to a Class A Minors Allowed licensed premises with a condition on the licence prohibiting minors during evening hours. The premises may not reopen to patrons for food service before 6 a.m. the next business day.

5.1.5 A Class A Minors Prohibited licensed premises must be closed:

- a) Christmas Day (December 25), unless the AGLC has granted prior approval to be open (see Section 5.5.16); and
- b) all times other than the hours endorsed for liquor service and consumption on the licence.

5.1.6 A Class D licensed premises must be closed:

- c) Christmas Day (December 25); and
- d) all times other than the hours endorsed for liquor sales on the licence, unless the premises is also a Class A licensed premises.

5.1.7 On the date Daylight Savings Time takes effect or ends, liquor sales or service must end before clocks are adjusted and may not re-start until the next business day.

5.1.8 Maximum hours of liquor sales or service are the same under a licence and a licence extension, unless otherwise specified by the Board.

GUIDELINES

5.1.9 A golf or curling club hosting a private tournament/bonspiel may apply for a licence endorsement from the AGLC to allow liquor service starting as early as 8 a.m.

5.1.10 "Last call" must be timed to ensure patrons who order liquor are served within the hours of liquor service specified on the licence.

SUBJECT: LIQUOR PRICING

POLICIES

5.2.1 The amount of liquor in a drink (i.e., # of ounces or millilitres) and the price must be specified on a menu or price list.

5.2.2 Licensees may set their own liquor prices, subject to the minimum prices specified below.

5.2.3 Class A, B, and C (except canteen or adult residence) licensees, as well as Commercial Public Special Event licensees, may not sell, or offer to sell, liquor less than the following minimum prices:

Spirits and liqueurs: \$2.75 / 28.5 ml (1 oz) or less;

Wine: \$0.35 / 28.5 ml (1 oz);

Draught beer: \$0.16 / 28.5 ml (1 oz); and

Bottled/Canned Beer,

Cider or Coolers: \$2.75 /341 ml bottle or 355 ml can.

Note: GST is not included in above prices.

5.2.4 If a serving of spirits or liqueurs exceeds 28.5 ml, the minimum price of the drink must be based on the single serving menu price and increase in direct proportion to the volume served based on the minimum price of \$2.75. For example, if a single serve drink has a menu price of \$5.00, the following minimum prices apply to similar drinks containing more than 28.5 ml of spirits or liqueurs:

a) drinks containing 43 ml (1.5 oz) of spirits or liqueurs – the minimum price required is \$6.37 (\$5.00 + \$1.37);

b) drinks containing 57 ml (2 oz) of spirits or liqueurs – the minimum price required is \$7.75 (\$5.00 + \$2.75); and

c) drinks containing 85.5 ml (3 oz) of spirits or liqueurs – the minimum price required is \$10.50 (\$5.00 + \$2.75 + \$2.75)

5.2.5 *(Deleted June 2016)*

5.2.6 *(Deleted June 2016)*

5.2.7 *(Deleted June 2016)*

5.2.8 A licensee is not allowed to offer:

a) free liquor specials;

SUBJECT: LIQUOR PRICING

b) more than one (1) drink for a single price (e.g., “2 for 1” specials, or “triples for the price of a single”); and

c) “all you can drink” specials for a fixed cost.

5.2.9 “Buckets of Beer” pricing are permitted under the following conditions:

a) the price of a single beer is posted and available for consumption;

b) the price of the “bucket” is equal to the total price of the singles (i.e., a bucket of 4 beer is \$12.00 and the singles are \$3.00 each); and

c) prices are not below the minimum prices specified in Section 5.2.3.

5.2.10 Liquor sale activities must not promote intoxication.

5.2.11 Gift certificates may only be redeemed for liquor if they are purchased at face value (for example, in order to redeem a \$10 gift certificate for liquor, the gift certificate must be purchased for at least \$10).

5.2.12 Discount liquor coupons are only permitted if:

a) the selling price after redemption of the coupon does not fall below the minimum prices specified in Sections 5.2.3 and 5.2.4;

b) *(Deleted June 2016)*

SUBJECT: LIQUOR SERVICE

POLICIES

5.3.1 The liquor licence must be prominently posted on the licensed premises.

5.3.2 Liquor not allowed on a licensed premises includes:

- a) homemade liquor of any kind;
- b) duty free liquor;
- c) liquor brought by a patron (except wine, see Section 5.3.3); and
- d) liquor from any source other than:
 - i) an AGLC-approved warehouse;
 - ii) a licensed Alberta manufacturer; or
 - iii) a Class D licensee.

5.3.3 Class A, B and C (Club) licensees may request a licence endorsement from the AGLC to allow patrons to bring commercially manufactured, sealed bottle(s) of wine onto the licensed premises. The following conditions apply:

- a) The licensee must post a schedule of corkage fees.
- b) The patron must hand over the wine to licensee staff immediately upon entering the premises.
- c) Licensee staff are responsible to bring the wine to the patron's table, and to open and serve the wine.

5.3.4 A licensee must:

- a) offer a reasonable variety of liquor (i.e., different brands of beer, wine, spirits, etc.);
- b) maintain an accurate system for measuring and dispensing liquor to ensure patrons are provided with the correct amount purchased;
- c) ensure patrons receive the type and brand of liquor being purchased.

5.3.5 In addition to liquor, a variety of non-alcoholic beverages must be available to patrons.

SUBJECT: LIQUOR SERVICE

5.3.6 The following restrictions apply to Class A, B and C licensed premises, as well as at Commercial Public Special Events:

- a) A maximum of two (2) standard servings may be sold or served to a patron after 1 a.m. (see Section 5.3.7).
- b) No patron may have more than two (2) standard servings in their possession after 1 a.m. For example, a patron cannot be served more than two (2) standard size drinks after 1:00 a.m. even if the drinks are for himself/herself and another person.
- c) Liquor consumption may continue for a maximum of one hour after liquor service ends. All liquor must be cleared from patron areas by 3 a.m.

5.3.7 For the purpose of Policy 5.3.6, a standard liquor serving is:

- a) spirits and liqueurs – 28.5 ml (1 oz);
- b) wine – 142 ml (5 oz);
- c) bottled/canned beer – 341/bottle or 355 ml/can;
- d) draught beer – 341 ml (12 oz); and
- e) cider/coolers – 341 ml/bottle or 355 ml/can.

Liquor Dispensing

5.3.8 All liquor must be served to patrons by licensee staff except:

- a) on a Class B or C licensed premises where self-service is specifically allowed; or
- b) on a Class A, B or C licensed premises where automated self-service beer and wine dispensing systems have been approved in advance by the AGLC's Inspections Branch.

(Amended May 15 2015)

5.3.8.1 Automated self-service beer and wine dispensing systems (system) must comply with the following minimum requirements:

- a) The system must retain records of the date, time, type and amount of beer or wine dispensed for each table or patron, as well as which licensee staff accepted payment and authorized liquor service, for a period of 30 days. This information must be available to licensee staff, AGLC Inspectors and police officers at all times.

SUBJECT: LIQUOR SERVICE

- b) The master system must only be activated or unlocked by the on-duty manager or supervisor.
- c) The system must begin in an inactive state whereby patrons are unable to pour beer or wine. The system must be turned on only by licensee staff.
- d) Licensee staff must set the system to shut off when a certain amount of beer or wine has been dispensed or a certain dollar value has been reached, for each table or patron.
- e) The system must not accept any kind of direct payment from patrons. Payment must be made to the licensee staff. (Deductive and accumulative beer or wine cards are allowed if the requirements of this section are met.)
- f) Once the maximum amount of beer or wine or dollar amount has been reached, the system must be shut off and beer or wine service must cease. Patrons must not have the ability to reactivate the system.
- g) Licensee staff must be able to shut off beer and wine service to a table or patron at any time.
- h) The system must shut off by 1:00 a.m. No service from the system is permitted after that time.
- i) The beer and wine must be securely stored within the unit or in a secure area that is not accessible by patrons.
- j) Systems dispensing spirits are prohibited. *(Amended May 2015)*

5.3.8.2 The beer in a table top dispensing system must be dispensed by the patron into a glass, mug, jug or carafe. *(Added Jul 2013).*

5.3.8.3 A Class A, B or C licensee's staff may sell a bottle of spirits to a customer for on-premises consumption under the following conditions:

- a) patron self-service is prohibited;
- b) all liquor must be dispensed from its original container into a glass, mug, jug or carafe, by the licensee's staff;
- c) pursuant to subsection 5.2.1, all bottle service options must be stated on the liquor menu;

SUBJECT: LIQUOR SERVICE

- d) pursuant to subsection 5.2.3, the price of each bottle must meet the minimum drink prices [i.e. a 26 ounce bottle must be priced at a minimum of \$71.50 (26 x \$2.75)].
- e) an accurate measuring device must be used to dispense liquor to the patron (no free pouring);
- f) pursuant to subsection 5.3.6, no patron may be in possession of more than two (2) standard size drinks after 1 a.m. This includes liquor that has been dispensed under this subsection for patron consumption; and
- g) the liquor container and its contents must remain in the possession and control of the licensee's staff at all times; if a bottle of liquor is left at a patron's table and is unattended by the licensee, it must be secured and only accessible by the licensee. *(Added May 2015)*

5.3.9 All liquor containers (i.e., bottles, cans and kegs) must stay sealed until required for direct sale to a patron or for replenishing supplies in a service bar or liquor dispensing system.

5.3.10 All liquor containers (e.g., cans, bottles, etc.) must be opened by licensee staff before being served.

- a) Wine, beer (except beer in kegs), coolers and "miniatures" of spirits must be served to patrons in their original containers or dispensed into a glass, mug, jug or carafe.
- b) Spirits (except miniatures) and beer in kegs must be dispensed from their original containers into a glass, mug, jug or carafe, either directly or with the use of an approved liquor dispensing system or measuring device.
- c) Licensees and their staff are prohibited from dispensing liquor directly into a patron's mouth.

5.3.11 It is prohibited to adulterate or alter liquor in any way. Nothing may be added (including ice, mixes or flavouring agents) until the liquor is used to prepare a drink requested by a patron.

SUBJECT: LIQUOR SERVICE

- 5.3.12 Liquor from one (1) container cannot be mixed with liquor from another container unless it is:
- a) mixed at the request of a patron and served to that patron in a glass, mug, jug or carafe; or
 - b) the same brand and type of liquor (e.g., a 1.75 litre bottle is used to refill a 750 ml bottle of identical product).
- 5.3.13 All liquor dispensing systems require AGLC approval in advance and must:
- a) provide consistent pours;
 - b) have secured adjustment mechanisms (automatic dispensing systems);
 - c) contain only one type or brand of liquor in each product line, from the reserve holding tank/bottle rack/keg to the dispensing head. There can be no mixing of liquor in a product line unless the brand or type of liquor is being changed (see Section 5.3.20).
- 5.3.14 Machines which mix liquor with pressurized oxygen, commonly called "alcohol without liquid vaporizer," are prohibited.

Liquor Service Areas

- 5.3.15 All liquor must be consumed on the licensed premises except:
- a) liquor purchased for off premises consumption under a Class D licence (off sales);
 - b) a partially consumed bottle(s) of wine in a Class A, B or C (Club) licensed premises that is sealed by licensee staff and placed in a bag; and
 - c) liquor provided under a Caterer's Extension (see Section 4.3).
- 5.3.16 Liquor cannot be sold, served or consumed in a storage room, vestibule, kitchen, hallway or other "back room" area of a licensed premises.
- 5.3.17 A licensee may provide liquor from a private office for guests between the hours of 10 a.m. and 2 a.m.

SUBJECT: LIQUOR SERVICE

Liquor Consumption by Licensee Staff

- 5.3.18 Licensee staff may not consume liquor or be under the influence of liquor or drugs while on duty. However, it is acceptable for staff to consume an alcoholic beverage after their shift ends and for the Board-approved manager/owner of the licensed premises to consume an alcoholic beverage while entertaining a client.
- 5.3.19 Liquor consumed by off-duty licensee staff must be purchased during normal hours of liquor service, as specified on the licence.

GUIDELINES

- 5.3.20 When changing a brand of liquor in a product line, care must be taken to minimize the mixing of old and new brands. Bottles of a new brand should be added only when:
- a) all the bottles of the old brand are empty (bottle rack); or
 - b) the holding tank, reservoir or well is completely empty.
- 5.3.21 A licensee must be prepared to inform the AGLC of the type and brand of liquor contained in each product line, upon request.
- 5.3.22 AGLC Inspectors will conduct periodic tests on open liquor stocks, including liquor contained in dispensing systems, to ensure all liquor on the premises is legal, unadulterated and unaltered.
- 5.3.23 A licensee who fails to comply with Board policies for a liquor dispensing system may be required to have the system removed from the licensed premises, in addition to other penalties.
- 5.3.24 A keg of beer is any container with a capacity of more than five (5) litres.

SUBJECT: FOOD SERVICE

POLICIES

- 5.4.1 Class A Minors Allowed premises must provide a selection of food items suitable for a full meal during all hours of operation.
- 5.4.2 The following licensed premises must provide a selection of hot or cold food items suitable for a light meal or snack:
- a) Class A Minors Prohibited
 - b) Class B
 - i) recreational facilities
 - ii) sports stadiums
 - iii) race tracks
 - iv) bingo facilities
 - v) convention centres
 - c) Class C
 - i) club
 - ii) canteen
 - iii) educational institution
- 5.4.3 Premises with a minors prohibited endorsement are only required to have food service available until 11:00 p.m.
- 5.4.4 Food specials must not be dependent on liquor purchases by patrons.

GUIDELINES

- 5.4.5 Food items, along with a selection of non-alcoholic beverages, must be listed on a printed menu or on a menu display board, with each item individually priced.

SUBJECT: MINORS

POLICIES

- 5.5.1 It is an offence under the GLA to sell or provide liquor to anyone under 18 years of age. Management and staff of a licensed premises are responsible to ensure liquor is not sold or provided to minors.
- 5.5.2 No minor may enter a Class A Minors Prohibited licensed premises or any other licensed premises where minors are prohibited, except as specified in Sections 5.5.13 & 5.5.14).
- 5.5.3 Licensee staff shall telephone police whenever a minor attempts to purchase liquor, is found consuming liquor or is found in a licensed premises where minors are prohibited.
- 5.5.4 No minor may enter a Class D licensed retail liquor store, manufacturer's off sales outlet or hotel off sales room unless accompanied by a parent, guardian or spouse who is an adult and who is in the licensed premises to purchase liquor for off-premises consumption.
 - 5.5.4.1 No minor may enter a Class E licensed premises unless accompanied by a parent, guardian or spouse who is an adult and who is in the licensed premises to purchase liquor for off-premises consumption and/or tours.
- 5.5.5 No minor may enter a licensed premises where nude entertainment is being performed.
- 5.5.6 No minor may work as staff in a Class A Minors Prohibited licensed premises; a Class D licensed retail liquor store, a hotel off sales room, a manufacturer's off sales room, a duty free store; or any other premises where a "minors prohibited" condition has been imposed on the licence.
- 5.5.7 A minor employed as table staff in a Class A, B or C licensed premises where minors are allowed may not sell or serve liquor.
 - 5.5.7.1 No minor may be employed in a Class E licensed premises.
- 5.5.8 Licensee staff are required to obtain valid identification and verify proof of age whenever a person who appears to be under 25 years of age attempts to buy liquor or to enter a licensed premise where minors are prohibited. If unsatisfied a person is at least 18 years of age, licensee staff must refuse entry or ask the person to leave.

(Amended Oct 2015)

DATE ISSUED: February 3, 2017

AUTHORITY: Original signed by Susan Green

SUBJECT: MINORS

- 5.5.9 For the purposes of Subsection 5.5.8, valid primary identification must:
- a) have a photo;
 - b) have a name;
 - c) have a signature;
 - d) be Government issued;
 - e) include date of birth;
 - f) not be expired;
 - g) have a unique identifier number; and
 - h) be an original (not a copy). *(Amended Oct 2015)*
- 5.5.10 If the identification appears not to be genuine, licensee staff must request a second piece of identification. Valid secondary identification must:
- a) have a name;
 - b) be Government issued;
 - c) have a unique identifier number;
 - d) include date of birth. *(Amended Oct 2015)*
- 5.5.11 A licensee is responsible to provide adequate supervision to ensure minors are not given liquor by patrons of legal drinking age.
- 5.5.12 A "No Minors" sign must be posted at all entrances to a licensed premises where minors are prohibited.
- 5.5.13 A minor child or spouse of a Class A Minors Prohibited licensee or manager may enter and remain on the licensed premises during hours of no liquor service.
- 5.5.14 Under the supervision of the licensee, a minor may enter a Class A Minors Prohibited licensed premises to repair or service equipment or furnishings and remain on the premises for the time required to complete the service.
- 5.5.14.1 A Class A Minors Prohibited licensee, or other licensee of a premises where minors are prohibited, wishing to employ a minor as an entertainer must seek the approval of the AGLC prior to contracting

SUBJECT: MINORS

the individual in question. The minor cannot be employed as a nude entertainer. *(Added Feb 2017)*

GUIDELINES

- 5.5.15 A condition prohibiting minors may be imposed on a Class A, B or C licensee when no minors may enter or remain on the licensed premises.
- 5.5.16 A Class A Minors Prohibited licensee may apply to the AGLC in writing for permission to allow minors onto the licensed premises during a family-oriented occasion (e.g., Christmas Day, Easter Sunday, Mother's Day, Father's Day, etc.). The request will be considered only if the premises will be operated for family dining.
- 5.5.17 A Class A Minors Prohibited licensee may request temporary suspension of the licence (i.e., no liquor service will be permitted) to allow minors onto the premises for an unlicensed event.
- a) A suspension may be granted if:
 - i) the entertainment will end no later than 12 a.m. (midnight) and all minors will be off the premises by 12:30 a.m.; and
 - ii) police, fire, municipal, health and related authorities have no objections.
 - b) A suspension will not be granted if the premises have video lottery terminals (VLTs).
- 5.5.18 A Class A Minors Prohibited licensee may request a licence endorsement or permission for a single occasion to allow minors onto the premises for food service between the hours of 6 a.m. and 10 a.m. If approved, it is the responsibility of the licensee to ensure no minors remain on the premises after 10 a.m.
- 5.5.19 Identification should be carefully examined under good lighting and/or a black light should be used to ensure the:
- a) photograph is a true likeness and has not been substituted;
 - b) the plastic laminate has not been tampered with; and

SUBJECT: MINORS

c) the lettering of the name, date of birth and other data have not been altered (lettering that has been altered will show up under a black light).

5.5.20 For further identification confirmation, licensee staff may ask a person to provide a sample signature and compare it to the signatures on the photograph identification and on the second piece of identification.

SUBJECT: SUPERVISION OF PATRONS

POLICIES

- 5.6.1 Licensed premises must be adequately staffed and supervised during all operating hours. Staff must be trained and capable, and be under the supervision of competent and approved management (see subsection 1.6).
- 5.6.2 A licensee is required to maintain a high level of supervision and control to protect the health and safety of all persons on the licensed premises (see subsection 1.7).
- 5.6.3 All areas of the licensed premises where liquor may be sold and/or consumed must be clearly visible to staff at all times.

GUIDELINES

- 5.6.4 Licensees should consider:
- a) training staff in ways to deal with unruly patrons and establishing consistent policy, and prominently displaying the policy in the staff room;
 - b) having staff wear highly visible apparel that identifies them as on-duty employees; and
 - c) requiring management and staff to constantly monitor the behaviour of patrons, maintain a log or record of problems and notify replacement staff of any potential problems at the start of their shift.
- 5.6.5 A potentially unruly patron may be identified by their:
- a) clothing (e.g., gang member colours, t-shirt with insulting or derogatory wording or graphics);
 - b) reputation as a “trouble-maker;”
 - c) loud and obnoxious behaviour;
 - d) confrontational or angry attitude;
 - e) threatening language and/or gestures; and
 - f) aggressive or defiant stance, actions and/or facial expressions.
- 5.6.6 Suggestions for dealing with unruly patrons:

SUBJECT: SUPERVISION OF PATRONS

- a) display signs at all entrances clearly communicating management policy to maintain a safe premises (e.g., no knives, no gang colours and unruly patrons will be barred).
- b) support the police “walk-through” program.
- c) hire supervisors and door control staff who can deal with patrons with diplomacy and tact.
- d) to diffuse a problem situation, calmly but firmly talk to the patron. Ask for help from the patron's friends.
- e) separate fighting patrons (i.e., remove them from the premises at different times, or use different exits).
- f) request police assistance if charges are warranted and if prepared to proceed with charges.
- g) record all disturbances in a log book, with as much detail as possible.

5.6.7 Licensee staff need to be cautious when using physical force to deal with unruly patrons. Under the Criminal Code, anyone can be charged for the use of excessive force. Licensees may wish to seek legal advice or ask local police for help in determining the appropriate level of force to use in specific situations.

5.6.8 Also see subsections 5.8 and 5.9 for policies related to identifying and dealing with intoxicated persons and illegal drug activities on a licensed premises.

SUBJECT: COLLECTION OF PERSONAL INFORMATION

POLICIES

- 5.7.1 Pursuant to Section 69.2(1) of the *Gaming and Liquor Act*, a licensee may, but is not required to, collect a patron's name, age and photograph. No other information may be collected.
- 5.7.2 Licensees using electronic scanning systems must develop written procedures for:
- a) how the equipment will be used;
 - b) how the data collected will be used;
 - c) how the data collected will be retained;
 - d) who will have access to the data; and
 - e) how the data will be provided to other licensees and the police.
- 5.7.3 These written procedures must be available upon request for inspection by the AGLC.
- 5.7.4 Licensees must comply with the guidelines established by the Office of the Information and Privacy Commissioner (OIPC) (see Section 5.7.6).

GUIDELINES

- 5.7.5 Licensees may wish to consider the use of an electronic scanning system if there are:
- a) incidents of violence, or otherwise unacceptable behaviour, in or around the licensed premises;
 - b) attempts by gang members, gang associates or drug dealers to enter the licensed premises; or
 - c) attempts by minors to enter the licensed premises.
- 5.7.6 The OIPC has established guidelines for collecting personal information. The key guidelines include:
- a) Should a licensee use scanning technology to collect a patron's name, age and photograph, the technology must be programmed to only collect this limited, specific information. Otherwise, it is against the law to scan or photocopy the entire face of a patron's driver's licence or other identification as a

SUBJECT: COLLECTION OF PERSONAL INFORMATION

condition of allowing them to enter the licensed premises:
Personal Information Protection Act (PIPA).

- b) A licensee may examine identification to confirm the age of a patron.
- c) A licensee can deny a person entry if they refuse to produce identification verifying his/her name and age, or if a person refuses to allow a photograph to be taken.
- d) If a licensee does collect personal information, it may only be used to decide whether to let a person into the premises. Use for any other purpose would have to be reasonable and would require consent from the patron.
- e) A licensee can disclose the information they collect:
 - i) to other licensees, if the licensee reasonably believes a patron has broken a law;
 - ii) to other licensees, if a patron is a threat to others; and
 - iii) to a police officer, upon request.
- f) Other licensees may then use the information to decide whether or not to allow a specific person onto their premises, and for no other purpose.
- g) A licensee must tell patrons why the information is being collected. This can be done using a sign.
- h) Once it is collected, the licensee is responsible for protecting the information against loss, theft, or improper use. Access to the information should be restricted to those who need to know.
 - i) A licensee must give a person access to the information it has collected about that person. If someone asks, they should be directed to an employee of the licensee who can assist them.

5.7.7 For more information on the collection, storage, and disclosure of personal information see *Guidelines for Licensed Premises: Collecting, Using and Disclosing Personal Information of Patrons* at the OIPC website at [Licensed Premises Guidelines](#) or contact the OIPC at 403-297-2728 or 1-888-878-4044.

SUBJECT: INTOXICATED PERSONS

POLICIES

5.8.1 Licensees and licensee staff are prohibited from providing liquor to anyone who appears to be intoxicated by liquor or a drug.

GUIDELINES

5.8.2 A person who is intoxicated by liquor or under the influence of a drug may:

- a) stagger (have an unsteady walk);
- b) have poor coordination;
- c) slur their words;
- d) have bloodshot eyes and/or breath that smells of alcohol;
- e) be messy in appearance; or
- f) behave in an overly bold, disruptive manner.

5.8.3 If licensee staff are aware an apparently intoxicated person drove to the licensed premises, the staff should suggest the person take a taxi and offer to call for one.

5.8.4 If an apparently intoxicated person leaves a licensed premises and gets into a motor vehicle to drive, licensee staff should note the licence plate number, model and colour of the vehicle and the direction the vehicle is travelling, and notify police immediately.

SUBJECT: ILLEGAL DRUGS

POLICY

- 5.9.1 It is an offence to permit any activity on the licensed premises that is contrary to any municipal bylaw or any Act or regulation of Alberta or Canada (e.g., illegal drug activities) and violations may result in the suspension or cancellation of the liquor licence.
- 5.9.2 If suspected illegal drug activities are taking place on the licensed premises, staff must report the activity to management.
- 5.9.3 Licensees must report any illegal drug activities identified on a licensed premises to police.
- 5.9.4 Anyone identified by a police officer as a person convicted of trafficking in illegal drugs or possession for the purpose of trafficking under the *Controlled Drugs and Substances Act* within the previous two (2) years shall be barred from licensed premises.

GUIDELINES

- 5.9.5 A licensee should:
- a) be aware of the type of clientele visiting the premises and the character of its staff members;
 - b) have a security check done on all new staff, and hire a person with a criminal record only if confident they will uphold standards and have a positive effect on operations;
 - c) establish a policy of immediate dismissal for any staff involved in a failure to control the premises or to report drug activities to management and/or police;
 - d) develop a training program to assist staff in becoming "drug wise" (i.e., able to identify illegal drug activities);
 - e) watch for suspicious activities by staff or patrons on a daily basis, and consider hiring a private investigator if warranted;
 - f) ensure adequate lighting in all areas of the licensed premises, including washrooms, hallways, entrances and exits, as well as the parking lot and back lanes;
 - g) support police "walk through" programs;
 - h) post signs that drug users and traffickers will be barred from the premises and make sure they are;

SUBJECT: ILLEGAL DRUGS

- i) record all drug-related incidents in a log book, including names, date, time, offence and actions taken; and
- j) consider installing video cameras to monitor key areas if a drug problem is identified.

5.9.6 Licensees and their staff are expected to be knowledgeable about illegal drug activities and constantly on the lookout for problems. This involves:

- a) recognizing illegal drugs and drug paraphernalia, knowing how they are used and their symptoms in users (see Sections 5.9.7 and 5.9.8);
- b) recognizing the traits and behaviours of drug dealers (see Section 5.9.9); and
- c) monitoring washrooms and other areas on the licensed premises for drug-related activities.

5.9.7 Some of the more common illegal drugs and their uses are as follows:

- a) Marijuana and hashish are normally inhaled by smoking a "joint" (resembles a hand-rolled cigarette) or a small pipe. The smoke has a very distinct smell which lingers in the air and permeates a user's clothing. Often a joint or pipe is shared by a group and passed person-to-person until finished.
- b) Cocaine, heroin and other powdered substances may be placed on a hard surface and divided into thin lines using a sharp-edged object (razor blade or credit card). A user inhales the drug by placing a straw or rolled up piece of paper on a line and sniffing the powder into their nose. These drugs may also be injected directly into a vein with a syringe (needle).
- c) Methamphetamines (crystal meth., speed, crank, ice) may come in tablets and capsules which can be taken orally, or they can appear as off-white crystals, chunks and powders, which may be sniffed or injected. In addition, there is smokable methamphetamine that looks like shaved glass slivers or clear rock salt.

SUBJECT: ILLEGAL DRUGS

- d) Other illegal drugs can be found in tablet and capsule form and taken orally (e.g., barbiturates, amphetamines, LSD, mescaline, MDA).

5.9.8 A drug user may be observed:

- a) in possession of drug paraphernalia, such as a miniature spoon, small smoking pipe, special rolling papers or syringes;
- b) rolling marijuana or hashish joints on the premises;
- c) seeking a quieter, more private space to use drugs (e.g., a washroom, an alleyway or inside a parked vehicle);
- d) showing physical symptoms of drug use, such as dilated pupils, drowsiness, rapid breathing, sweating, paleness, twitching, staggering and/or slurred speech; and
- e) behaving in an erratic or abnormal manner (e.g., sudden mood swings, extreme self confidence, overly talkative, outbursts of laughter).

5.9.9 Typical traits and behaviours of a drug dealer include:

- a) meeting frequently with a variety of people and making several trips with these people to the washroom or outside of the building;
- b) carrying large amounts of cash;
- c) hiding drugs in washrooms behind ceiling tiles, light fixtures, fans, switch covers or under the sink;
- d) creating hiding places in service areas by cutting into the chair padding or taping drugs under tables or chairs;
- e) hiding drugs outside the building (e.g., under garbage dumpsters, buried in loose earth or in and around vehicles);
- f) hiding small quantities of drugs in their mouth, often contained in condoms or balloons, in order to swallow the drugs if approached by police; and
- g) passing drugs to buyers in cigarette packages to avoid suspicion.

SUBJECT: GENERAL ENTERTAINMENT, GAMES AND DANCING

POLICIES

5.10.1 Entertainment, games and dancing by patrons are acceptable activities on a Class A, Class B or Class C licensed premises, as long as the activities:

- a) comply with Board policies; and
- b) do not contravene the Criminal Code or other federal, provincial or municipal bylaws.

5.10.2 Billiard (pool) tables are allowed based on the following:

- a) a Class A Minors Allowed licensed premises may have a maximum of five (5) pool tables.
- b) Class B (billiard/pool room) must have at least eight (8) pool tables.

5.10.3 A "casino night" with play money may be held on a Class C licensed premises or in a banquet room for a private function with a Class A licence.

5.10.4 A licensee must submit a written proposal to the Board for approval, in advance, of any entertainment or games:

- a) that may be considered bizarre, grotesque or offensive (e.g., entertainment involving live animals, excluding magic acts); or
- b) not specifically addressed in this handbook.

5.10.5 The following are prohibited in a licensed premises:

- a) activities involving physical contact between staff, entertainers and patrons other than patron dancing; (e.g., arm wrestling, crowd and stage diving);
- b) any machine or gaming device which provides a pay-out or prize of any kind, other than video lottery terminals (VLTs) approved and installed by the AGLC (see sections 10 and 11);
- c) illegal gaming activities or devices, including card games for money;
- d) entertainment or games which are degrading or dehumanizing, or which cause anyone involved or watching to be distressed, embarrassed or concerned for their safety (e.g., dwarf tossing);

SUBJECT: GENERAL ENTERTAINMENT, GAMES AND DANCING

- e) inappropriate staff clothing while on-duty (i.e., clothing with offensive or derogatory wording or graphics); and
- f) patron nudity.

GUIDELINES

5.10.6 Participation by patrons must be voluntary; no one can be forced or coerced into taking part.

5.10.7 Games played on electronic video devices that are linked to other electronic devices (e.g., National Trivia Network) are allowed with the following conditions:

- a) no gambling can be associated with the games;
- b) no prizes can be offered with the games;
- c) no tournaments can be organized with the games; and
- d) electronic video devices must be approved in advance by the AGLC.

5.10.8 The use of a mechanical bull is allowed but not endorsed by the AGLC. The following conditions apply:

- a) a trained operator is required to manage the machine;
- b) the operator must use discretion and judgement as to who can ride; and
- c) the machine must be surrounded by adequate padding to prevent injury to a falling rider.

5.10.9 The AGLC will consider a request to host occasional boxing, wrestling, arm wrestling or martial arts matches, with the following conditions:

- a) participants must be professionals or members of a recognized amateur association or organization; patrons cannot participate;
- b) the activities must take place within clearly defined boundaries (i.e., a ring); and
- c) a one (1) metre separation is required between the ring and patrons.

5.10.10 Licensees should refer to the attached Entertainment and Games Schedule for a listing of allowed/prohibited activities.

SUBJECT: GENERAL ENTERTAINMENT, GAMES AND DANCING

- 5.10.11 A licensee may charge an admission fee (cover charge) for entertainment.
- 5.10.12 A licensee offering dancing to patrons should set aside an area of the licensed premises as a dance floor.
- 5.10.13 Licensees should be aware of the use of a punch board (i.e., a device with numerous holes, each with a tightly wrapped paper inside marked with a prize number). Use of these devices is illegal under the *Criminal Code*.
- 5.10.14 Criminal charges may be laid if illegal activities are found to be taking place in a licensed premise.
- 5.10.15 Electronic “digger” machine (i.e., a coin-operated machine that allows a player to use a crane-like device to try to clutch a prize). Digger machines could be considered an illegal gaming device under the *Criminal Code*. A licensee should obtain legal advice before installing.

SUBJECT: GENERAL ENTERTAINMENT, GAMES AND DANCING

ATTACHMENT 5.10

PAGE 1 OF 1

ENTERTAINMENT AND GAMES SCHEDULE

ACTIVITY	CLASS OF LICENSED PREMISES			
	Class A Minors Prohibited	Class A Minors Allowed	Class B	Class C
Air Hockey	Yes	Yes	Yes	Yes
Basketball (Free Throw only)	Yes	Yes	Yes	Yes
Bingo (No Charge) (1)	Yes	No	No	Yes
Card Games	(2)	(2)	(2)	(2)
Casino Night (Play Money)	(3)	(3)	(3)	(3)
Contests	Yes	Yes	Yes	Yes
Darts	Yes	Yes	Yes	Yes
Drinking Games (played with or without liquor)	No	No	No	No
Foosball	Yes	Yes	Yes	Yes
Gyro Machine	Yes	Yes	Yes	Yes
Hot Tubs	No	No	No	No
Mud Wrestling (4)	No	No	No	No
Nude Entertainment (minors prohibited)	Yes	No	No	Yes
Paint Ball Shoot Games	No	No	No	No
Ping Pong	Yes	Yes	Yes	Yes
Pool Table	Yes	Yes	Yes	Yes
Pull Tickets (if involving liquor price reduction or liquor as a prize)	No	No	No	No
Skee-ball	Yes	Yes	Yes	Yes
Sumo Wrestling (5)	Yes	Yes	Yes	Yes
Boxing/Wrestling/Martial Arts (5)	Yes	No	Yes	Yes
Tele-Theatre Betting	Yes	Yes	No	Yes
Tournaments	Yes	Yes	Yes	Yes
TV, Internet, NTN	Yes	Yes	Yes	Yes
Velcro Wall	No	No	No	No
Vertical Bungee	No	No	No	No
Volleyball	Yes	No	Yes	Yes
Video Games	Yes	Yes	Yes	Yes
Wet T-Shirt or Boxer Short Contests (minors prohibited)	Yes	No	No	Yes

- (1) Licensed bingo events may be conducted in a Class A Minors Prohibited premises if a bingo facility licence is in effect for the same premises.
- (2) All card games in which customers or staff plays cards for money (gambling) are prohibited. Card games such as crib which do not involve the exchange of money are allowed. Note that all casino games such as poker, baccarat and blackjack are prohibited even if no money is exchanged, except as noted in # 3 and Section 5.10.3.

 DATE ISSUED: July 25, 2016

 AUTHORITY: Original signed by Susan Green

SECTION: PREMISES MANAGEMENT

NUMBER: 5.10

LICENSEE HANDBOOK

PAGE 5 OF 5

SUBJECT: GENERAL ENTERTAINMENT, GAMES AND DANCING

- (3) A special casino night involving play money may be held in a banquet room or Class C (Club) premises in conjunction with a private function.
- (4) Mud wrestling includes the use of any substances other than water.
- (5) See Section 5.10.9 for full requirements.

Amended, July 2016

DATE ISSUED: July 25, 2016

AUTHORITY: Original signed by
Susan Green

SUBJECT: NUDE ENTERTAINMENT

POLICIES

- 5.11.1 "Nude" means the exposure of genitals (male or female), whether the person is fully or partially unclothed. These body parts are considered exposed if covered only by paint or another non-fabric substance (e.g., mud, ink, tape, etc.). *(Amended Nov 23 2015)*
- 5.11.2 "Physical contact" means person-to-person touching or the use of a device or prop to touch another person (e.g., a paint brush).
- 5.11.3 Nude entertainment is allowed at a:
- a) Class A Minors Prohibited licensed premises;
 - b) Class C licensed premises; and
 - c) Class A Minors Allowed licensed premises:
 - i) in a banquet room for a private function; or
 - ii) that has a licence endorsement prohibiting minors during the hours the nude entertainment is taking place.
- 5.11.4 A standardized warning sign must be posted at all entrances to the licensed premises and plainly visible to anyone entering: "Warning: Nude entertainers appearing within these premises. Some patrons may find this offensive."
- 5.11.5 Minors are not allowed to:
- a) perform as nude entertainers; or
 - b) enter a licensed premises during nude entertainment.
- 5.11.6 A licensed premises with nude entertainment must provide:
- a) a stage or enclosed dance floor, separated from the patron seating area by at least one (1) metre;
 - b) a change room for the entertainers; and
 - c) a clear pathway between the stage/dance floor and the change room
- 5.11.7 While on the licensed premises, entertainers must:
- a) be fully clothed before and after performances and at all times when not on the stage;

SUBJECT: NUDE ENTERTAINMENT

- b) move directly between the change room and the stage/dance floor; and
 - c) not have physical contact of any kind with licensee staff or patrons before, during or after performances (see Section 5.11.9).
- 5.11.8 During a performance, neither patrons nor entertainers may enter the one (1) metre separation between the stage/dance floor and the patron seating area.
- 5.11.9 Two or more entertainers may perform at the same time with the following conditions:
- a) The entertainers must perform independently of each other and stay at least one (1) metre apart at all times.
 - b) The entertainers may not interact with each other or have any physical contact, clothed or nude.
 - c) Advertising cannot promote "duos" or other similar activities.
- 5.11.10 Nude entertainment must not involve:
- a) the use of animals, birds or reptiles;
 - b) the use of props or devices of a sexual nature or which have a sexual connotation;
 - c) real or simulated acts of violence;
 - d) insertion of objects into, or extraction of objects from, the body of an entertainer;
 - e) table or lap dancing.
- 5.11.11 No sign or photograph displaying nudity may be used in advertising, including:
- a) advertising on the exterior of the licensed premises;
 - b) print advertising; and
 - c) electronic advertising (includes the Internet).
- 5.11.12 Licensee staff other than entertainers, are not allowed to be nude or to expose their breasts while on duty. *(Amended Nov 23 2015)*
- 5.11.13 Nude entertainment is not allowed at a VLT location

SUBJECT: SEPARATION OF A LICENSED PREMISES

POLICIES

- 5.12.1 Class A Minors Prohibited premises must be enclosed with full height solid walls, unless otherwise approved by the AGLC. "Full height wall" means a wall at least 2.44 metres [eight (8) feet] high, normally floor to ceiling. *(Amended Jul 2017)*
- 5.12.2 All licensed premises must be suitably defined by a permanent or portable barrier such as planters, ropes, railings or similar items, unless otherwise approved by the AGLC. *(Amended Jul 2017)*
- 5.12.3 The physical separation between a licensed premises and another licensed or unlicensed area must be suitably defined by a permanent or portable barrier such as planters, ropes, railings or similar items, unless otherwise approved by the AGLC. *(Amended Jul 2017)*
- 5.12.4 A wall separating two (2) licensed premises may have a single opening for access to the other licensed premises if both premises are operated by the same licensee. *(Amended Jul 2017)*
- 5.12.5 Full height solid walls are required for any premises providing nude entertainment. Nude entertainment must not be visible from outside the premises. *(Amended Jul 2017)*
- 5.12.6 *(Deleted Jul 2017)*

SUBJECT: OCCUPANT LOAD

POLICIES

- 5.13.1 Licensees must ensure they comply to all municipal safety codes (e.g. occupant load, fire code).
- 5.13.2 The maximum occupant load of a licensed premise is normally established under the Fire Code and must not be exceeded at any time.
- 5.13.3 The maximum occupant load for premises licensed under a Patio Extension may be determined by the AGLC and endorsed on the licence. The Fire Code supersedes the maximum occupant load determined by the AGLC, if more restrictive.

GUIDELINES

- 5.13.4 The maximum occupant load includes all persons on the licensed premises (i.e., patrons, staff, management and any other individual).
- 5.13.5 A licensee must prominently display the Certificate of Occupant Load in a public area of the licensed premises.
- 5.13.6 Any proposed change to the maximum occupant load must be approved in advance by the AGLC.

SUBJECT: STRUCTURAL CHANGES

POLICIES

5.14.1 The written approval of the AGLC is required before making any major structural changes to a licensed premise.

5.14.2 Major structural changes are:

- a) alterations or additions that create a larger floor plan of the licensed room;
- b) removal or relocation of the walls enclosing a licensed room or separating one licensed room from another; and
- c) renovations that result in the premises no longer meeting minimum licensing requirements (e.g., removal of kitchen, washrooms, guest rooms, storage areas,).

GUIDELINES

5.14.3 A licensee planning major structural changes should contact the AGLC in advance and arrange to present plans of the proposed changes.

SUBJECT: GOLF COURSES

POLICIES

- 5.15.1 Patrons are not allowed to bring liquor onto a golf course. All liquor sold and consumed on a golf course must be sold and served by the licensee and dispensed by licensee.
- 5.15.2 Liquor may be consumed on all areas of a golf course endorsed on the licence. These may include:
- a) club rooms (e.g., lounge, dining lounge, permanent patio);
 - b) tournament facilities (e.g., tents);
 - c) the golf course itself, with liquor service provided from:
 - i) kiosks, limited to one kiosk per nine (9) holes and a maximum of three (3) kiosks in total; and
 - ii) motorized vending carts (see Section 5.15.4); and
 - d) any other location approved by the AGLC.
- 5.15.3 During a tournament a licensee may sell and serve liquor at temporary locations, in addition to the kiosks specified in Section 5.15.2c), provided service is limited to a maximum of one location for the front nine holes and one for the back nine holes.
- 5.15.4 The following conditions apply to liquor service provided from a motorized vending cart:
- a) Non-alcoholic drinks and snack items must also be available for purchase.
 - b) The cart must be operated only by licensee staff 18 years of age or older.
- 5.15.5 Liquor promotions involving liquor agencies or their employees are restricted as follows:
- a) No liquor may be sold on a golf course by a liquor agency or its employees. *(Amended September 2016)*
 - b) Liquor for tastings must be purchased from the licensee; it cannot be brought onto the golf course by a liquor agency.
 - c) Liquor for tastings may be served by licensee staff or agency staff. *(Amended September 2016)*

SUBJECT: GOLF COURSES

- d) Liquor cannot be dispensed on a golf course from a vehicle owned or operated by a liquor agency.
- e) The Tasting policies specified under Sections 8.5.1 – 8.5.4 must be followed. *(Added September 2016)*

SUBJECT: GENERAL INFORMATION

POLICIES

- 6.1.1 The AGLC is the sole importer of liquor into Alberta. All liquor offered for sale in a licensed premises must be purchased by the licensee from one of the following AGLC-approved sources:
- a) the St. Albert warehouse (i.e., Connect Logistics Services Inc.);
 - b) a liquor supplier or liquor agency authorized to warehouse and distribute products (e.g., domestic brewery); or
 - c) a Class D retailer authorized to sell to licensees (i.e., retail liquor store, general merchandise liquor store, general off sales).
- 6.1.2 A licensee must keep a record of all liquor purchases (i.e., invoices and receipts) to prove the source of all liquor in the licensed premises.
- 6.1.3 Liquor purchased or possessed illegally, brought into Alberta illegally, manufactured illegally or adulterated in any way (see Section 5.3.11) will be seized by the AGLC, including liquor in unique or collectible containers which does not comply with Section 6.1.7. A licensee involved in these types of activities may be prosecuted and face severe penalties by the Board, including cancellation of their licence.
- 6.1.4 All liquor products must meet Government of Canada labelling standards. The liquor supplier or agent must provide confirmation of Government of Canada approval, or obtain AGLC approval that federal labelling standards are met before releasing a product for retail sale.
- 6.1.5 Liquor products are subject to periodic chemical analysis by the AGLC to ensure AGLC standards are met for:
- a) appearance (colour, clarity, odour);
 - b) specific gravity;
 - c) ethyl alcohol,
 - d) pH level;
 - e) volatile acidity (wines & ciders); and
 - f) sugar content (g/L) (beer, wines, coolers, ciders and liqueurs).

SUBJECT: GENERAL INFORMATION

- 6.1.6 Two or more licensees may consolidate their orders (i.e., place their orders together) to satisfy minimum order requirements. The following conditions apply:
- a) A consolidated order must refer to only one licence number and be shipped on one bill of lading.
 - b) The licensee placing the order is responsible for full payment.
 - c) Once the licensee who placed the order receives it, the products may be distributed to other participating licensees.
 - d) The licensee who received the order is authorized to collect payment from other participating licensees for the wholesale price of their products, plus any portion of the freight costs.

- 6.1.7 A licensee may have and display unique or collectible liquor containers (e.g., bottles, cans, boxes, tins) obtained from an unapproved source on the following conditions:
- a) written approval of the AGLC is required;
 - b) the container is either unopened with the original seal intact and labelled "Not for Sale" or "Collector Item", or the container is empty; and
 - c) the container is displayed separately from liquor offered for sale on the licensed premise.

Non-Beverage Liquor Products

- 6.1.8 A Class D licensee may purchase the following liquor products directly from suppliers or distributors:
- a) cooking wines containing 20% or less alcohol by volume and a minimum of 1.5 grams of salt per 100 ml;
 - b) cooking liquors containing 20% or less alcohol by volume not considered drinkable by the AGLC;
 - c) stomach bitters containing 20% or less alcohol by volume, or stomach bitters of higher alcohol content sold in containers of 200 ml or less; and
 - d) herbal beverages containing 20% or less alcohol by volume.

- 6.1.9 A Class D licensee must purchase the following products from an AGLC-approved source:

SUBJECT: GENERAL INFORMATION

- a) cooking wines and spirits containing more than 20% alcohol by volume;
 - b) cooking wines and spirits containing 20% or less alcohol by volume and considered drinkable by the AGLC;
 - c) stomach bitters containing more than 20% alcohol by volume and sold in containers larger than 200 ml; and
 - d) herbal beverages containing more than 20% alcohol by volume.
- 6.1.10 A Class A, B or C licensee may purchase the following liquor products directly from suppliers and distributors:
- a) stomach bitters containing 20% or less alcohol by volume, or of higher alcohol content and sold in containers of 200 ml or less;
 - b) cooking wines and spirits containing 20% or less alcohol by volume and a minimum of 1.5 grams of salt per 100 ml and not considered drinkable by the AGLC;
 - c) herbal beverages containing 20% or less alcohol by volume.
- 6.1.11 A Class A, B or C licensee must purchase the following products from an AGLC-approved source:
- a) cooking wines and spirits containing more than 20% alcohol by volume;
 - b) cooking wines and spirits containing 20% or less alcohol by volume and considered drinkable by the AGLC;
 - c) stomach bitters containing more than 20% alcohol by volume and sold in containers larger than 200 ml; and
 - d) herbal beverages containing more than 20% alcohol by volume.
- 6.1.12 A Class A, B or C licensee must ensure cooking wines are not:
- a) consumed;
 - b) sold, except in prepared food items; or
 - c) stored in a liquor service area or bar area.
- 6.1.13 All herbal beverages require a Drug Identification Number from Health Canada.

SUBJECT: PURCHASES FROM THE AGLC (CONNECT LOGISTICS SERVICES INC.)

GUIDELINES

6.2.1 Connect Logistics Services Inc. (CLS) operates an order desk at the St. Albert warehouse for licensees.

6.2.2 To place an order, or for information about order days, minimum order quantities, product pick-up and delivery, contact CLS during regular business hours:

Hours: 6:00 a.m. – 2:30 p.m. Monday through Friday
6:30 a.m. – 2:30 p.m. Sunday

Phone: 1-800-661-8943 toll-free across Alberta, or
780-458-4500 in the Edmonton area

Fax: 1-800-727-8960 toll-free across Alberta, or
780-458-4502 in the Edmonton area

6.2.3 Orders may also be placed through the CLS website www.liquorconnect.com To register for online services, call CLS at 1-800-265-6784.

6.2.4 The following information is required to place an order:

- a) name of licensed retail outlet;
- b) AGLC licence number;
- c) 6-digit product code for each item ordered (see the Liquor Wholesale Price list); and
- d) quantities required (full case).

6.2.5 CLS will confirm pick-up or delivery arrangements at the time of ordering.

6.2.6 Pricing information is available on the AGLC website aglc.ca. (Amended May, 2015).

SUBJECT: PURCHASES FROM CLASS E MANUFACTURERS

GUIDELINES

6.3.1 Licensees may order brewery products from the AGLC as follows:

a) To order Molson or Labatt beer, contact Brewers Distributor Ltd.:

Calgary and area 403-531-1080

Province-wide 1-800-661-2337

b) To order Big Rock beer, contact Big Rock Brewery:

Edmonton and area 780-413-6677

Calgary and area 403-720-3239

Red Deer & south 1-800-242-3107

North of Red Deer 1-800-381-4682

Fax 403-236-7523

c) To order Sleeman products, contact the Sleeman Distribution Centre:

Province-wide 1-888-517-8764

Fax 1-888-517-8760

d) *(Deleted Mar 2017)*

6.3.1.1 Licensees may also order product from Class E breweries, wineries and distilleries. Manufacturers' contact information can be located on the AGLC's website using [Search Liquor Licensees](#). Select 'Licensee Class', 'Class E' and 'Search'. *(Added Mar 2017)*

6.3.2 Breweries, wineries and distillers may offer delivery services, set minimum order quantities for delivery and/or require payment before delivery. *(Amended Mar 2017)*

SUBJECT: PURCHASES FROM CLASS D RETAILERS

GUIDELINES

- 6.4.1 Licensees may purchase liquor from an authorized Class D retailer.
- 6.4.2 Prices and quantities purchased are negotiable between the purchaser and the retailer.
- 6.4.3 Ordering, payment and pick-up or delivery conditions are set by the retailer.

SUBJECT: PURCHASES FROM A PRIVATE PARTY OR ESTATE

POLICIES

- 6.5.1 In exceptional circumstances, a licensee may purchase liquor products from a private party or an estate. The licensee must obtain approval in writing from the AGLC before making the purchase.
- 6.5.2 The AGLC will approve this type of purchase only if it can be proven that the liquor products were initially purchased legally in Alberta.

SUBJECT: LIQUOR COST AND PAYMENT

POLICIES

- 6.6.1 Liquor cost to a licensee must be based on product prices at the time the order is placed.
- 6.6.2 Payment must be warehouse-specific, with a separate transaction for each order placed under a specific licence number.
- 6.6.3 Payment must be confirmed before an order is released to a licensee. The following forms of payment are acceptable:
- a) certified cheque;
 - b) bank draft;
 - c) bank money order;
 - d) uncertified cheque or interactive voice response (IVR), if provided with a bank guarantee letter (see subsection 6.6.4); or
 - e) direct deposit through an approved financial institution if:
 - i) authorized by the AGLC; or
 - ii) direct deposit set-up was initiated by the AGLC.
- 6.6.4 When a bank guarantee letter is required:
- a) for licensees except cottage winery licensees, the bank guarantee must be equal to or greater than the licensee's total anticipated weekly purchases.
 - b) for cottage winery licensees, the bank guarantee must be equal to or greater than the licensee's total anticipated sales for a two (2) month period.
- 6.6.5 No form of credit is extended.
- 6.6.6 If for any reason a cheque (including an IVR "draw cheque") is returned by the bank:
- a) any outstanding orders will not be released to the licensee, nor will the licensee be allowed to place any further orders until the amount owing is paid by certified cheque or bank money order; and
 - b) the licensee must pay any service charges determined by the AGLC.

SECTION: LIQUOR PURCHASES AND RETURNS
NUMBER: 6.6

SUBJECT: LIQUOR COST AND PAYMENT

GUIDELINES

6.6.7 Repeated payment problems may result in licence suspension.

SUBJECT: REFUNDS FOR DELIVERY PROBLEMS (CLS ONLY)

POLICIES

6.7.1 A licensee that experiences a problem related to delivery services contracted to Connect Logistics Service Inc. (CLS) may make a claim for refund. The following types of claims will be considered:

- a) product breakage (wet only);
- b) shortage or overage (i.e., missing case(s) or too many delivered); and
- c) picking error (wrong product shipped).

6.7.2 Product breakage or shortages in orders picked up by a licensee or delivered to a licensee by a carrier not contracted to CLS will not be considered.

6.7.3 A licensee submitting a claim for wet breakage must keep broken bottle necks complete with caps for at least 60 days after submitting the claim for inspection by the AGLC.

GUIDELINES

6.7.4 All liquor products should be examined carefully when delivered, before signing the Bill of Lading, to confirm the correct products and quantities and no breakage.

6.7.5 Dry breaks should not be claimed. Compensation for dry breaks is automatically processed each year, based on a licensee's purchases the previous year. Payment is made to each licensee to a maximum allowed in the Operating Guidelines (0.005% of wholesale purchases). Cheques for less than \$5 will not be issued.

6.7.6 To submit a claim for a delivery problem, a licensee must:

- a) note the following on the Bill of Lading before signing:
 - i) type of problem (e.g., breakage, shortage, overage or picking error);
 - ii) brand name of the affected product;
 - iii) 6-digit product code;
 - iv) size of the container(s);
 - v) number of containers or cases; and

SUBJECT: REFUNDS FOR DELIVERY PROBLEMS (CLS ONLY)

vi) any additional details to fully describe the problem;

Note: Any shortage must be signed off by both the person receiving the order and the carrier.

- b) Call CLS Customer Service (1-800-265-6784 or 780-418-6500 in the Edmonton area) immediately to report a shortage, or within two (2) working days to report an incorrect order.
- c) Provide CLS with the information listed in Section 6.7.6a), plus the CLS invoice number and invoice date.
- d) Complete a Product Delivery Claim Request (see Section 14.10), attach it to a copy of the signed Bill of Lading and mail or fax it within two (2) working days to:

Connect Logistics Services Inc.
Attention: Product Claims
50 Corriveau Avenue
St. Albert, Alberta T8N 3T5
Phone: 780-458-4492
Fax: 780-458-8588

6.7.7 On receiving a Product Delivery Claim Request, CLS will confirm the claim against the Bill of Lading and, if valid, process the claim and issue a refund.

- a) Refund amounts are based on the original wholesale price paid by the licensee to the AGLC.
- b) Refunds for claims under \$20 may be deferred for up to 90 days.

SUBJECT: REFUNDS FOR FAULTY PRODUCT

POLICIES

6.8.1 Licensees that purchase products directly from the AGLC through Connect Logistics Service Inc. (CLS) may request a refund from the AGLC for the following types of faulty products handled by CLS:

- a) products returned due to customer complaint;
- b) a sealed bottle(s) which:
 - i) is partially filled;
 - ii) has a damaged cap or cork; or
 - iii) is contaminated with a foreign material; and
- c) bottle(s) that are missing from a sealed case, with no imprint in the case.

6.8.2 The AGLC validates all faulty product claims.

6.8.3 Faulty product claims will be automatically deducted from consignment payments based on the product's duty paid price (invoice price plus any applicable customs duty/excise duty).

6.8.4 A claim for a refund must be received by the AGLC within 30 days of product delivery, except for products returned by customers. Customer returns may be refunded up to one (1) year from the date of invoice. If a product has been discontinued the AGLC may decline to provide a refund.

6.8.5 Requests for refunds beyond 30 days, excluding product returned by customers, will be allowed if the claim request includes written approval from the liquor agent. *(Amended Jun 2018)*

6.8.6 Faulty bottles, and cases that are missing bottles, must be kept by the licensee until the AGLC approves disposition. *(Amended Jun 2018)*

6.8.7 Faulty products approved for credit by the AGLC must immediately be destroyed. The product must not be made available for resale. *(Added Jun 2018)*

6.8.8 Refund amounts are based on the original wholesale price paid by the licensee to the AGLC.

6.8.9 Licensees purchasing product from a retail liquor store must report faulty product claims to the retailer. The retailer may then initiate a

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Original signed by
AUTHORITY: Gael MacLeod

SUBJECT: REFUNDS FOR FAULTY PRODUCT

claim with the AGLC for those products purchased directly from the AGLC.

6.8.10 Faulty kegs returned to a brewery are assessed by the AGLC. Only kegs at least 80% full by weight are eligible for refund.

6.8.11 Replacement of faulty product by a liquor supplier or liquor agent for products purchased from warehouse other than Connect Logistics must be properly documented, and include the following:

- a) name of licensee;
- b) date replacement was made;
- c) product and quantity replaced;
- d) specific reason for replacement; and
- e) acknowledgement of replacement by the retail liquor store (a copy of the acknowledgement must be kept by the liquor store).

Note: Records must clearly distinguish between:

- i) product used for promotions or sampling; and
- ii) product used to replace faulty product.

6.8.12 If the AGLC confirms a contaminated product has been distributed, licensees will receive specific instructions regarding removing the product from sale and making a claim for refund.

6.8.13 When the AGLC issues a product recall, the licensee must immediately suspend sales of these products and remove them from store shelves, segregating them and marking them with: "DO NOT SELL – RECALLED PRODUCT."

6.8.14 Licensees must deal with the recalled product as directed by the AGLC, which may include returning it to the warehouse for a full refund.

GUIDELINES

6.8.15 To make a claim for refund, a licensee must complete a Faulty Product Claim Request form. The form can be found at aglc.ca. Completed forms must be sent to FaultyProduct@aglc.ca. *(Amended Jun 2018)*

6.8.16 The following information must be included for all claims:

- a) licensee name, contact information and licence number; *(Added Jun 2018)*

SUBJECT: REFUNDS FOR FAULTY PRODUCT

- b) invoice number and date;
- c) the 6-digit product code, brand name (description) and size of the faulty product(s); *(Amended Jun 2018)*
- d) reason for the claim; and
- e) price paid for the faulty product(s).

6.8.17 If the faulty product is a customer return, the licensee must also provide: *(Amended Jun 2018)*

- a) the person's name, address and phone number; and
- b) nature of their complaint.

6.8.18 Refund claims are normally processed within 30 days of receipt of the claim, even if not validated by the AGLC within that timeframe. However, the licensee must keep all bottles and cases listed on the form until the AGLC approves disposition. Should any of the product be missing or otherwise ineligible, the licensee will be required to repay the refund. *(Amended Jun 2018)*

6.8.19 Product analysis by the AGLC for faulty product claims may be required.

6.8.20 If a product listed on a Faulty Product Claim Request is ineligible for refund, the AGLC will advise the licensee and explain why. Possible reasons include:

- a) product was not purchased directly from the AGLC;
- b) product was damaged by licensee staff, customers or during delivery; *(Amended Jun 2018)*
- c) product has been discontinued;
- d) the claim period has expired; or *(Added Jun 2018)*
- e) insufficient information provided to approve the claim. *(Added Jun 2018)*

6.8.21 Dry breaks (no product spilled) should not be reported on a Faulty Product Claim Request form. Licensees are compensated annually (see Section 6.7.5).

SUBJECT: REFUNDS FOR FAULTY PRODUCT

Products Causing Illness

6.8.22 Customer allegations of injury or illness resulting from a faulty product must be reported immediately to the AGLC Product and Pricing Department: *(Amended Jun 2018)*

Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta T8N 3T5
Attention: Product and Pricing
Telephone: 780-447-8832
Email: Product@aglc.ca

SUBJECT: EMPTY CONTAINER RETRUNS

POLICIES

6.9.1 The AGLC does not require retail liquor stores to accept containers for refund.

GUIDELINES

6.9.2 Empty beverage container returns in Alberta are governed by the Beverage Container Management Board (BCMB), a body delegated authority by the Environmental Protection and Enhancement Act to administer the Beverage Container Recycling Regulation.

6.9.3 This legislation requires retailers, including retail liquor stores, to advertise the deposit amounts applicable to the container types sold by the retailer (e.g., the prominent public display of an information poster).

6.9.4 If a retail liquor store wishes to refund empty beer containers, the store must obtain a Class "D" Beverage Container Depot permit from the BCMB. Class "D" opportunities are currently limited to existing permit holders.

6.9.5 If a retail liquor store possesses a valid Class "D" Beverage Container Depot permit from the BCMB, the store shall refund the full deposit amount for both beer cans and beer bottles as follows:

- a) for beer containers less than or equal to 1000 ml, the deposit is \$0.10 per container (\$1.20 per dozen);
- b) for beer containers greater than 1000 ml, the deposit is \$0.25 per container (\$3.00 per dozen).

6.9.6 Retail liquor stores that offer a deposit refund program for beer containers must:

- a) provide a refund whether or not a product purchase is made; and
- b) provide the refund in cash if the patron so requests.

6.9.7 Retail liquor stores planning to offer an empty beer container return service must check with local municipal authorities to ensure the proposed operation meets all municipal requirements.

SUBJECT: EMPTY CONTAINER RETRUNS

6.9.8 Retail liquor stores must accept all BCMB registered beer containers for refund. All other non-beer beverage containers must be returned for refund to registered universal bottle depots only.

6.9.9 For information on the requirement to advertise deposit amounts or on operating a container return depot, contact:

Beverage Container Management Board

Edmonton, AB T6A 3M1

Phone: 780-424-3193

Toll Free: 1-888-424-7671

Fax 780-428-4620

www.bcmb.ab.ca

SUBJECT: GENERAL INFORMATION

POLICIES

7.1.1 For all of Section 7:

- a) "advertising" means the use of media to communicate a message to an off-premises audience through words and/or images and includes television, radio, internet, email, signs, newspapers, magazines, flyers, billboards, transit shelters, inflatables, commercial vehicles and corporate vehicles;
- b) "liquor agency" includes all associated shareholders, directors, management, agents and employees of liquor agencies and suppliers;
- c) "records" are electronic or paper documents that summarize a transaction and include the documents to support these transactions. These documents include, but are not limited to, financial statements, invoices, receipts, vouchers, contracts, cancelled cheques, credit card receipts and emails. *(added Apr 2016)*

7.1.2 A liquor agency, a licensee or a third party acting on their behalf (i.e., marketing company) may advertise in any medium not specifically prohibited, as long as the advertising complies with these policies, the Canadian Radio and Television Commission (CRTC) and any other regulator with jurisdiction.

7.1.3 All advertising must be:

- a) accurate and verifiable; and
- b) within the limits of good taste and propriety (i.e., not offensive to the general population).

7.1.4 Advertising must not:

- a) be targeted at minors;
- b) encourage non-drinkers to consume liquor;
- c) promote irresponsible liquor consumption or service;
- d) show heavy or prolonged liquor consumption;
- e) give the impression liquor benefits a person's health;
- f) disparage (put down) another company, business or product.

SUBJECT: GENERAL INFORMATION

- 7.1.5 Brand advertising is allowed by a liquor agency, supplier or a manufacturer's off-sales licensee. Brand advertising by Class A, B and C licensees must comply to Section 7.2.3 and brand advertising by Class D licensees must comply to Section 7.3.3.
- 7.1.6 Co-operative advertising (advertising by licensees that includes the specific mention of liquor manufacturers/suppliers/agencies) is permitted under the following conditions: *(amended Apr 2016)*
- a) the licensee must pay all costs pertaining to the advertising; and
 - b) all records for advertising must be kept by the licensee for a period of two years and provided to the AGLC on request.
- 7.1.7 A liquor agency is not allowed to pay any advertising costs for a licensee, either directly or indirectly.
- 7.1.8 An agency's advertising must not be directed to a particular licensee/chain of licensees.
- 7.1.9 Advertising not specifically addressed in this section requires the prior approval of the AGLC.

GUIDELINES

- 7.1.10 Advertising which promotes the responsible consumption of liquor (i.e., legal, moderate and safe) is highly recommended and supported by the AGLC.
- 7.1.11 Advertising may be of any size, frequency and duration, within the limits set by the CRTC and other regulators.
- 7.1.12 References to brand advertising do not apply to Special Event licensees.
- 7.1.13 Corporate or brand identification may be used in public service or community advertising.
- 7.1.14 Liquor agencies and licensees are responsible to ensure their advertising complies with these policies, including any advertising conducted by a third party.
- 7.1.15 A licensee and a manufacturer of non-liquor products may advertise jointly, as long as the advertising complies with these policies.

SUBJECT: ADVERTISING BY CLASS A, B AND C LICENSEES

POLICIES

- 7.2.1 A licensee may advertise the name of the licensed premises and the services offered according to the type of licence(s) held.
- 7.2.2 A Class C (Club) licensee may advertise a club function only if the advertising clearly indicates admission is restricted to members and their bona fide (genuine) invited guests.
- 7.2.3 Brand advertising is acceptable, with the following conditions:
- a) *(deleted Apr 2016)*
 - b) the licensee must receive permission in advance from the liquor agency (or whoever owns/controls the brand identification) to use the brand logo, typeset or trademark; and
 - c) the licensee is prohibited from receiving or requesting any benefit (money or other) from a liquor agency for advertising its brands.
- 7.2.4 A licensee may advertise liquor at reduced or discounted prices as long as the prices are not below the minimum prices specified in Sections 5.2.3 and 5.2.4.
- 7.2.5 Advertising for packages which include liquor in the price (e.g., Champagne Brunch, Mother's Day special, New Year's Eve special) are allowed, as long as the ad specifies the amount of liquor to be provided and it complies with the minimum drink prices specified in Subsections 5.2.3 and 5.2.4.

GUIDELINES

- 7.2.6 A licensee may use a television remote unit to broadcast live entertainment from their licensed premises as long as patrons are aware they may be televised.
- 7.2.7 Television broadcasts from a licensed premise should focus on the entertainment, although some shots may include portions of the audience.
- 7.2.8 A licensee may use a radio remote unit to broadcast live music from their licensed premises and promote the premises' name and location (or a specific room within the premises).

SUBJECT: ADVERTISING BY CLASS D LICENSEES AND DUTY FREE STORES

POLICIES

- 7.3.1 A retail liquor outlet may advertise the:
- a) premises' name and location;
 - b) hours of operation;
 - c) products available, including sizes; and
 - d) product prices, including discount prices.
- 7.3.2 Comparative price advertising is allowed, but must not disparage a competitor or competitor's product (see Section 7.1.4 f).
- 7.3.3 Advertising may promote a liquor brand, with the following conditions:
- a) *(deleted Apr 2016)*
 - b) the licensee must receive permission in advance from the liquor agency (or whoever owns/controls the brand identification) to use the brand logo, typeset or trademark; and
 - c) the licensee may not request or receive any benefit (money or other) from a liquor agency for advertising its brands.
- 7.3.4 A licensee who also owns or operates another company or business may not:
- a) conduct common/joint advertising featuring both business interests in the same advertising (joint advertising); or
 - b) use one business to promote the other (cross-market advertising / promotions).
- 7.3.5 Pursuant to Section 50 of the GLR, a licensee who also owns or operates another company or business cannot:
- a) offer customers discounts on purchases in one business based on purchases in the other business;
 - b) operate a customer loyalty program in one business which recognizes purchases made in the other business; or
 - c) sell trademark or brand name products of the other business in the retail liquor store unless these products are also available for wholesale purchase by other licensees and are not referred to by the other business's name.

SECTION: ADVERTISING

NUMBER: 7.3

LICENSEE HANDBOOK

PAGE 2 OF 2

SUBJECT: ADVERTISING BY CLASS D LICENSEES AND DUTY FREE STORES

- 7.3.6 The restrictions of Section 7.3.4 also apply to any retail liquor store which uses the trademark name of another business or company not owned or operated by the licensee.
- 7.3.7 Class D liquor delivery service advertising must not promote the use, sale or consumption of liquor.
- 7.3.8 Signage for a Class D licensed premises must comply to Section 3.6.16 and 3.6.17.

DATE ISSUED: April 8, 2016

AUTHORITY:

Original signed by
Susan Green

SUBJECT: ADVERTISING BY SPECIAL EVENT LICENSEES

POLICIES

7.4.1 Advertising must only be directed to members and invited guests and cannot indicate or imply that the general public may attend the event. (i.e., the advertising must clearly state "Members and Guests Only"). *(amended Apr 2016).*

GUIDELINES

7.4.2 Advertising may take the following forms:

- a) posters on community billboards;
- b) notice in the community news section of the local newspaper;
- c) televised notice on the local cable community news channel; and/or
- d) sign on community league association property (on the hall itself or freestanding).

SUBJECT: ADVERTISING CONTENT RESTRICTIONS

POLICIES

- 7.5.1 Drinking Scenes (applies to brand advertising by liquor suppliers):
- a) Drinking scenes depicted in advertising must be legal (i.e., the situation shown must not contravene any federal, provincial or municipal laws).
 - b) The quantity of a liquor product shown in a social setting must not exceed one drink per person.
 - c) Any scene showing a person with liquor before or while operating a vehicle (motorized or not) or doing any activity considered dangerous or requiring care is prohibited; the advertising must be clear the liquor is being consumed only after the activity has ended.
- 7.5.2 Minors:
- a) Advertising must not appeal to minors or be placed in any medium targeted specifically at minors.
 - b) No minor or anyone who may reasonably be mistaken for a minor may appear in advertising for a liquor product.
 - c) No well-known personality or look-alike with strong appeal to minors may be featured in liquor advertising (e.g., an athlete or youth-oriented music group).
 - d) The use or imitation of children's fairy tales, jingles, nursery rhymes, songs, musical themes or fictional characters from children's books is prohibited in liquor advertising.

GUIDELINES

- 7.5.3 Drinking Scenes (applies to brand advertising by liquor suppliers):
- a) A liquor product may be shown in a setting where consumption is not normally allowed only:
 - i) if it is clearly a beauty shot; and
 - ii) no people are present to suggest liquor had been or was about to be consumed.
 - b) Activities shown within a bar or lounge setting must reflect the type of activities normally seen in licensed premises in Alberta.

SUBJECT: ADVERTISING CONTENT RESTRICTIONS

- c) The presence of food is encouraged.
- 7.5.4 A product endorsement by a well-known personality or look-a-like should not imply that drinking liquor contributed to their success.
- 7.5.5 The age of a personality and their public image should be taken into account when assessing their appeal to minors.

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

POLICIES

EXCLUSIVITY AGREEMENTS *(Added Dec 2016)*

7.6.1 Pursuant to Section 85 of the GLR, the Board of the AGLC may approve an arrangement, such as an exclusivity agreement, between a liquor licensee and a liquor agency or supplier to promote a particular type of liquor. *(Added Dec 2016)*

7.6.2 Exclusivity Agreement (“EA”) means a document establishing the terms and conditions under which a licensee agrees to the exclusive use of an agency’s or supplier’s products during a specified event or at a specified venue. Exclusive use means only the agency’s or supplier’s products will be used for that product category (beer, wine, spirits or refreshment beverages) during the event or at the venue. *(Added Dec 2016)*

7.6.3 All events and/or venues involving the exclusive use of liquor require an EA approved by the AGLC. A liquor agency or supplier may not enter into an agreement, directly or indirectly, with a liquor licensee, where the licensee agrees to exclusively sell the liquor of the agency or supplier, unless approved by way of an EA in accordance with this section. *(Added Dec 2016)*

7.6.4 EAs apply to the licensed area(s) only. *(Added Dec 2016)*

7.6.5 The AGLC will consider EAs for the following types of events which are open to the general public and where the primary purpose of public attendance is not for the consumption of liquor:

- a) community-based entertainment (community-based means it is available to a significant segment of the community); or
- b) professional or semi-professional sports teams or sporting events; or
- c) a broad-based cultural event (broad-based means representative of the larger community).

(Amended Dec 2016)

7.6.6 Eligible locations for these events are:

- a) convention centres;
- b) ski hills;

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

- c) the home arena or sports stadium of the team, or the venue where the professional or semi-professional sporting event takes place;
- d) municipally approved public areas with the licensed area located within a tent or fenced area; or
- e) other locations approved in advance by the AGLC.

(Amended Dec 2016)

7.6.7 Licensed premises where food and liquor are the primary source of business do not qualify for EAs. This restriction does not apply to licensed premises located within a premises conducting an event mentioned in Subsection 7.6.5 (e.g. lounge within a team's arena).

(Added Dec 2016)

7.6.8 Each proposed agreement must specifically identify the following:

- a) all parties participating in the agreement, including the name and registration number of the agency or supplier and the name, licence number and class of licensed premises;
- b) the type of event(s) taking place;
- c) the location of the event(s) including identification of the licensed area(s);
- d) the type of liquor licence in effect during the event(s);
- e) the commencement and termination dates of the proposed agreement;
- f) the date(s) of the event(s); and
- g) the specific dollar value being paid, the type of liquor products, brand and quantity of liquor products and the type and value of services offered.

(Amended Dec 2016)

7.6.9 Draft EAs must be submitted to the AGLC for review and approval before both parties sign the agreement. If approved, an executed (signed) copy of the EA must be submitted to the AGLC prior to the start date of the agreement. *(Amended Dec 2016)*

7.6.10 The total dollar value of support, products or services being provided determines the deadline for submitting the draft agreement to the AGLC:

DATE ISSUED: December 12, 2016

AUTHORITY: Original signed by Susan Green

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

<u>Value of Agreement</u>	<u>Due Date for Submission</u>
Less than \$5,000	15 days prior to start date
\$5,001 to \$10,000	20 days prior to start date
\$10,001 to \$100,000	30 days prior to start date
\$100,001 to 1,000,000	45 days prior to start date
Over \$1,000,000	60 days prior to start date

7.6.11 Proposed agreements in which the start date predates its referral to the AGLC will not be entertained or considered for any reason.

SPONSORSHIPS

7.6.12 Sponsorship may only involve the unconditional donation of cash or merchandise, a trophy, and/or a prize, by a licensee, agency or supplier, directly to an event or team. *(Amended Dec 2016)*

7.6.13 A licensee, agency or supplier may sponsor or co-sponsor an event or team with the following conditions:

- a) a liquor supplier or brand name may be used only if the event or team is adult-oriented and not geared toward minors; and
- b) a Class A, B, C or D licensee may sponsor an event involving minors as long as liquor is not mentioned in any way.

7.6.14 Sponsorship or co-sponsorship of a publicly advertised contest is allowed with the following restrictions:

- a) participation in a contest or raffle must not be conditional on the purchase or consumption of liquor;
- b) a contest sponsored by a liquor supplier must be directed only towards persons of legal drinking age; and
- c) if the contest is conducted on licensed premises, the licensee must also comply with Subsection 5.7.1

7.6.15 Sponsorship promoting a specific brand of liquor in a Class A, B, or C licensed premises requires the prior approval of the AGLC. All other eligible sponsorships do not require the approval of the AGLC. *(Amended Dec 2016)*

7.6.16 A sponsored event held on-campus at an educational institution must have the prior approval of the institution's administration.

7.6.17 Corporate or brand names and logos may:

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

- a) be displayed on a permanent sign in an arena or stadium used primarily for sporting or entertainment events (e.g., scoreboard panel, rink board);
- b) be displayed on a temporary sign in a community arena or in a stadium during a sponsored event (e.g., banner); and
- c) not be displayed on signs at events involving minors (for example, Minor Hockey Week).

7.6.18 A corporate or brand name and logo may be displayed on a corporate vehicle and the vehicle may appear at a sponsored event.

7.6.19 A liquor agency, supplier or licensee may own a sports franchise.

7.6.20 Sponsorship advertising is allowed before and during a sponsored event with the following conditions:

- a) if the event has a licensed area, approved promotional materials may be displayed within the licensed area; and
- b) all advertising and promotional materials must comply with Sections 4 and 5.

7.6.21 The focus of sponsorship advertising shall be on the event or activity being sponsored, and not a liquor agency, supplier or brand.

GUIDELINES

7.6.22 Proposed agreements may be submitted to the AGLC by mail, fax or email at the following.

50 Corriveau Avenue
c/o Inspections Branch
St. Albert, Alberta
T8N 3T5
Fax: 780-447-8912
Email: inspections@aglc.ca

7.6.23 Items displaying a corporate or brand logo may be donated to a registered charity for use as give-aways and raffle prizes.

SUBJECT: TRADE SHOWS

POLICIES

7.7.1 Participation in a liquor industry trade show may be undertaken with a display booth. The following conditions apply:

- a) Participation in a liquor industry trade show may be advertised.
- b) The display booth may advertise liquor and related products and staff may wear promotional clothing. Promotional and educational materials may be given away.
- c) A liquor supplier is allowed to sell or provide tastings of liquor products as follows:

- i) Liquor tastings may be provided only to persons eighteen (18) years or older. Minors are not allowed to serve or to handle liquor.
- ii) Liquor tastings must be provided from a display booth. The booth must be staffed at all times liquor is available.
- iii) Liquor agents or their employees must not provide liquor while under the influence of liquor. Adequate measures must be taken to secure liquor supplies after-hours.
- iv) All categories of liquor may be provided as samples.

Maximum tasting sizes are:

beer	–	112 ml (4 oz.)
coolers/premixed	–	112 ml (4 oz.)
wine	–	56 ml (2 oz.)
spirits	–	14 ml (1/2 oz.)
liqueurs	–	14 ml (1/2 oz.)
refreshment beverages	–	28 ml (1 oz.)

7.7.2 A retail liquor store (Class D licensee) may apply to sell liquor at a non-liquor industry trade show for off-premises consumption. The licensee must obtain AGLC approval in advance, and meet all conditions of the approval.

SUBJECT: TRADE SHOWS

GUIDELINES

- 7.7.3 A licensee participating in a trade show must also comply with the trade show operator's requirements for display booths and liquor sampling.
- 7.7.4 Cooking demonstrations featuring liquor products on display or offered as samples may be conducted at the display booth or in a designated cooking area. Tasting of the prepared dishes is allowed.

SUBJECT: MARKET RESEARCH

POLICIES

7.8.1 A liquor supplier may appoint an independent group or organization to conduct market research on their behalf.

7.8.2 Market research surveys are subject to the following conditions:

- a) A survey must not be:
 - i) used to directly or indirectly advertise a product, nor may the results be used in a public advertising program;
 - ii) used to communicate potentially damaging information about another company or product; and
 - iii) directed to or involve minors, if the survey is liquor-related.
- b) A survey with a person-to-person, question-and-answer format may be conducted by telephone, in a private location or in a public area (e.g., in a shopping mall, on the street).
- c) A survey which includes a product audit (taste test) may be conducted only in a private location acceptable to the AGLC (e.g., market research office, hotel meeting room or other location closed to the general public).
- d) A market research organization conducting a taste test or a packaging audit (test of consumer response to a product's packaging) must meet all licence requirements (see Section 7.8.3).
- e) A taste test:
 - i) may include liquor products not currently available for sale in Alberta, but have been processed by the AGLC (see Section 8.6.1c); and
 - ii) must not allow participants to consume more than a single serving of the liquor.

GUIDELINES

7.8.3 A taste test conducted in a non-licensed area requires a Private Non-Sale Special Event licence (see Section 9.2). This licence, which includes the words "Not for Consumption," authorizes transportation

SUBJECT: MARKET RESEARCH

of the liquor to and from the location of the taste test and possession of liquor at the location.

- 7.8.4 A market research organization conducting a survey may pay participants to take part.

SUBJECT: HOSTING NO SALE FUNCTIONS

POLICIES

- 7.9.1 A no sale function may be hosted by liquor suppliers or licensees at which invited guests may sample liquor.
- 7.9.2 Attendance at a no sale function must be by invitation only. There may be no advertising of the event.
- 7.9.3 If the event is to be held in an unlicensed location, the host must obtain a special event licence beforehand.
- 7.9.4 Liquor suppliers, other than manufacturers, must have a hospitality licence issued by the AGLC to host no sale functions at their office premises.

SUBJECT: GENERAL INFORMATION

POLICIES

- 8.1.1 For all of Section 8:
- a) "product promotion" means activities within licensed premises designed to encourage the sale of specific brand(s) of liquor;
 - b) "liquor agency" includes all associated shareholders, directors, management, agents and employees of liquor agencies and suppliers; and
 - c) "records" are electronic or paper documents that summarize a transaction and include the documents to support these transactions. These documents include, but are not limited to, financial statements, invoices, receipts, vouchers, contracts, cancelled cheques, credit card receipts and emails. *(added Apr 2016)*
- 8.1.2 A product promotion must not encourage the irresponsible use, consumption or service of liquor.
- 8.1.3 A licensee may participate in a liquor agency's local, regional, provincial or national corporate or brand promotion, with the following conditions:
- a) Product promotions must be directed to consumers or patrons of a licensed premises, with the exception of tasting (see Section 8.5) and sampling (see Section 8.6).
 - b) The promotion must take place in a licensed premise.
- 8.1.4 An exclusivity agreement between a liquor agency and a licensee for promotional activities at a community event or sporting venue requires the prior approval of the AGLC.
- 8.1.5 A product promotion may be co-sponsored by a third party.
- 8.1.6 Product promotions not specifically addressed in Section 8 require the prior approval of the AGLC.

SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS

POLICIES

8.2.1 A liquor agency is prohibited from directing any promotional activity or items to a licensee that could directly benefit the licensee or their staff, and a licensee may not request or accept any such inducements.

8.2.2 Licensees are prohibited from asking for or receiving items of value from an agency as an inducement to stock an agency's product, provide improved shelf positioning to an agency's brand of liquor or for any other consideration.

8.2.3 A liquor agency is prohibited from participating in any way in a licensee's customer loyalty program, and a licensee may not request that a liquor agency participate in such a program.

8.2.4 A liquor agency is prohibited from providing a licensee with a reduced rate for accommodation at a winery, brewery or distillery, or any other place they own, represent or have an interest in.

8.2.5 A liquor agency is prohibited from paying:

- a) a licensee's registration fees, conference fees, tuition or similar costs, except for a seminar or training event which is:
 - i) organized by the liquor agency;
 - ii) held within Alberta; and
 - iii) open to all licensees, or specified class(es) of licensees.
- b) any portion of a licensee's travel expenses, either directly or indirectly, whether for business, vacation or a combination of both; except for local transportation costs (e.g. taxi) to and from a manufacturing facility. *(Amended Apr 2016)*

Note: Travel expenses include, but are not limited to, any costs associated with air or ground transportation and accommodation while away from home, except for local transportation costs (e.g. taxi) to and from a manufacturing facility. *(Amended Apr 2016)*

8.2.6 A liquor agency may not offer or provide to a licensee:

- a) cash, rebates, coupons or credits of any monetary value;
- b) a deposit into any account held by the licensee, directly or indirectly;

SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS

- c) free liquor products, other than for sampling purposes as specified in Section 8.6; or
- d) compensation for expenses related to:
 - i) interior decorating (e.g., painting, draperies, carpeting, decor), renovations or maintenance to a licensed premises, or any other property owned, rented or leased by a licensee or anyone directly or indirectly involved with the licensee;
 - ii) furniture, equipment, or fixtures (except racks noted in Subsection 8.2.9.1); *(Amended Aug 2013)*
 - iii) refrigeration or dispensing equipment (except refrigerators noted in Subsection 8.2.9.1; dispensing equipment noted in 8.2.9.2 and tap handles noted in 8.2.10) *(Amended Feb 2018)*
 - iv) menu printing; or
 - v) other items considered essential to operating a licensed premises (see Section 8.2.10).

8.2.6.1 A liquor agency may provide interior signs displaying the agency's brand to licensees. However, an agency is not permitted to provide signs that display the licensee's business name or signs necessary for the operation of the business (e.g. entry/exit signs and bathroom signs). *(Added Apr 2016)*

8.2.7 A liquor agency may offer a licensee tickets to sporting, cultural or entertainment events, with the following conditions:

- a) tickets must be for events not normally paid for by the licensee.
- b) tickets with an individual value of more than \$500 require the prior approval of the AGLC; and
- c) no season tickets may be provided.

8.2.8 A licensee may not accept any offer from a liquor agency or a country's representative (political or non-political) to pay travel expenses specified in Subsection 8.2.5 or any other costs for the licensee, their staff or agents to attend a seminar, convention, meeting or exhibition outside Alberta.

SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS

8.2.9 Liquor agencies and licensees are also responsible to comply with related requirements in the GLR, Sections 80 to 85.

8.2.9.1 Liquor agencies may provide a Class D Retail Liquor Store licensee with promotional refrigeration and racking that is portable and standalone. The following specifications regarding the equipment must be met:

- a) Refrigerators:
 - i) a maximum size of 12 cubic feet;
 - ii) a maximum of two refrigerators from one particular agency;
 - iii) a maximum of four, agency-provided refrigerators in a licensed premises;
 - iv) ownership of the refrigerators must remain with the agency(s); and
 - v) services associated with the installation or maintenance of the refrigerators (i.e. electrical and power) must be the sole responsibility of the licensee.
- b) Racks:
 - i) a maximum size of 36 inches x 48 inches x 72 inches;
 - ii) a maximum of two racks from one particular agency;
 - iii) a maximum of four, agency-provided racks in a licensed premises
 - iv) ownership of the racks must remain with the agency(s); and
 - v) services associated with the installation of the racks (i.e. electrical and power) must be the sole responsibility of the licensee. *(Added, Aug. 2013)*

8.2.9.2 An agency may loan towers and proprietary branded dispensing equipment non-essential to the operation of a licensed premises to a licensee. Proprietary branded dispensing equipment is defined as:

- a) stand-alone;
- b) maximum dispensing capacity not to exceed 10 litres;

SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS

- c) not utilized as the licensee's primary dispensing method; and
- d) services associated to the equipment, including power or any other installation, must be the sole responsibility of the licensee.

(Added Feb. 2018)

8.2.9.3 A loan agreement must be in place and specify the type of equipment being loaned and the term of the agreement. Loan agreements can take any form as long as they contain the aforementioned information. The loan agreement must be provided to the AGLC on request. A Buy/Sell Agreement is not to be used as a loan agreement. *(Added Apr 2016)*

8.2.10 A liquor agency may provide a licensee with non-essential items, including:

- aprons or hats for staff
- bar towels
- bottle openers and corkscrews
- interior branded signs (must not contain or display the licensee's business name)
- clocks
- coasters
- condiment caddies
- draught tap handles
- drip mats
- flags, pennants and banners
- fruit slicers
- glasses and mugs
- ice buckets
- inflatables
- lapel pins
- mirrors
- napkins
- patio umbrellas
- place mats
- posters
- promotional fridges (see subsec. 8.2.9.1a)
- promotional racks (see subsec. 8.2.9.1b)
- sandwich boards
- serving trays
- tent cards and inserts

(Amended Apr 2016)

8.2.11 The following conditions apply to the non-essential items listed in subsection 8.2.10:

- a) branding and co-branding of these items is permitted;
- b) if liquor pricing is stated on any of these items, the prices must match those on the menu or the posted price and must be determined by the licensee; and

SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS

c) they cannot be sold to customers.

(Added Apr 2016)

GUIDELINES

8.2.12 Liquor agencies and licensees may contact the AGLC if unsure whether an item is considered essential or non-essential.

SUBJECT: BUY/SELL AGREEMENTS (BSA)

POLICIES

- 8.3.1 "BSA" means a document establishing the terms and conditions under which a liquor agency will provide a licensee with promotional items for its customers in exchange for the licensee promoting a specific brand(s) of liquor.
- 8.3.2 All promotional items provided by a liquor agency to a licensee must be part of a BSA, except liquor for tastings conducted by the liquor agency (see Section 8.5) and added-value items for existing inventory (Section 8.8). The following conditions apply:
- a) All promotional items included in a BSA can only be directed to consumers and conform to applicable legislation and Board policies.
 - i) Liquor products may be provided as a draw prize or give-away item in Class D Retail and General Merchandise Liquor Stores. *(Amended March 2014)*
 - ii) A licensee conducting a promotion on behalf of a liquor agency must keep a written record of the name, address and telephone number of every person who receives a give-away item with a wholesale value of more than \$100.
 - iii) Cash, cheques, gift cards or prepaid credit cards are prohibited as promotional items and cannot form any part of a BSA. *(Amended April 2016)*
 - b) A BSA cannot exclude or prohibit any competitor's product(s), unless specifically approved by the Board.
 - c) A BSA must be documented, verifiable and include all of the following information:
 - i) name and registration number of liquor agency;
 - ii) name, licence number and class of licensed premises;
 - iii) duration of agreement (maximum 12 months);
 - iv) list of promotional items, the value of each item, and/or services provided and their retail value; and

SUBJECT: BUY/SELL AGREEMENTS (BSA)

- v) the terms of the agreement, specifying product brands and quantities (i.e., "while supplies last" or words to that effect are not acceptable).

8.3.3 A copy of a BSA must be kept by the liquor agency and by the licensee on the licensed premises, and provided to the AGLC immediately on request. If the liquor agency or licensee has multiple locations, a copy of the BSA must be kept at each agency's location and each licensed premises (original to be provided on request).

8.3.4 A BSA that complies with these policies does not require AGLC approval.

8.3.5 A BSA must be kept for a minimum of two (2) years after the expiry of the agreement. *(Amended Apr 2016)*

GUIDELINES

8.3.6 An acceptable format for a BSA is provided in Section 14.

8.3.7 The effective period of a BSA may be extended if both parties agree. The change of date must be initialled by both the liquor agency and the licensee on the original document, and must not exceed 12 months.

SUBJECT: LICENSEE PROMOTIONS

POLICIES

8.4.1 A licensee may conduct promotional activities in the licensed premises with the following conditions:

- a) Free liquor may not be awarded as a prize in a Class A, B or C licensed premises.
- b) A sealed bottle of liquor may be awarded as a prize on a Class D licensed premises, for off premises consumption.
- c) The purchase or consumption of liquor cannot be required in order to participate in a competition, contest, draw, giveaway or similar promotion, and participants must be told that there is no such requirement.
- d) Participants may be required to be present at the time of a draw in order to receive a prize. However, the time, date and place of the draw must be clearly displayed on the premises.

8.4.2 A liquor supplier may donate liquor or merchandise for a bona fide charitable fundraising event or activity on a licensed premises, with the following conditions:

- a) the liquor supplier and licensee must have a written buy/sell agreement (see Section 8.3);
- b) all liquor purchased must be from a Class D licensee or otherwise approved by the AGLC;
- c) charitable receipts cannot be issued; and
- d) all profits from the event or activity must be turned over to the charity.

GUIDELINES

8.4.3 There is no limit to the quantity of merchandise and/or liquor that may be donated in support of charitable fundraising.

SUBJECT: LIQUOR TASTINGS

POLICIES

8.5.1 A liquor tasting is an activity that allows patrons the opportunity to taste featured liquor products. Liquor tastings may be conducted on a Class A, B, C, D or E licensed premises under the following conditions:

- a) minors are not provided liquor;
- b) no one is served the product to the point of intoxication;
- c) the server has valid ProServe certification;
- d) tasting records are provided to the AGLC on request.

(Added Mar 2018)

8.5.2 Maximum tasting sizes are as follows:

beer and ciders - 112 ml (4 oz.); *(Amended Mar 2018)*

refreshment beverages (e.g. coolers/premixed) - 112 ml (4 oz.);
(Amended Mar 2018)

wine - 56 ml (2 oz); *(Amended Mar 2018)*

spirits - 14 ml (1/2 oz); and

liqueurs - 14 ml (1/2 oz).

8.5.3 A liquor agency may provide free individual tastings of liquor to patrons on a Class A, B, C, D or E licensed premises with the following conditions:

- a) the liquor used for the tastings:
 - i) must be purchased from the licensee, at the licensee's cost of the product, or
 - ii) may be an unfinished product from a previous tasting(s) at another location(s), if the licensee permits the agency to use the product; *(Added Mar 2018)*
- b) the liquor agency or its employee must be present on the licensed premises;
- c) the booth or area from which the tastings are offered must be staffed;

SUBJECT: LIQUOR TASTINGS

- d) the tastings may be served by the liquor agency's employee or the licensee;
- e) there can be no charge to patrons for the tastings;
- f) the liquor agency must maintain a written record of the tasting including:
 - i) the date, time and location; and
 - ii) the liquor product(s) along with the quantity and cost.

8.5.4 A Class D licensee may conduct free tastings of liquor to patrons on behalf of a liquor agency, with the following conditions:

- a) the liquor agency and the licensee must have a written buy/sell agreement (BSA) (see Subsection 8.3). The BSA must:
 - i) specify the date, time and location of the tasting; *(Amended Mar 2018)*
 - ii) identify the liquor product(s) that will be offered along with the quantity and the licensee's cost for the product(s); *(Amended Mar 2018)*
 - iii) identify staffing costs specific to the tasting (i.e., wages, benefits and administrative costs to a maximum of \$25/hour); and *(Amended Mar 2018)*
 - iv) be signed by both the liquor agency and licensee before the tasting can take place.
- b) there can be no charge to patrons for the tasting;
- c) the liquor agency representing the product(s) being tasted may not be involved in the tasting; and *(Added Mar 2018)*
- d) items charged by the licensee to the liquor agency are limited to staffing costs and the licensee's cost of the product(s) being tasted. *(Added Mar 2018)*

8.5.5 A Class D licensee may conduct its own liquor tastings, independent of a liquor agency, and charge a fee to its customers, with the following conditions:

- a) any fees or ticket charges to customers must be based on cost recovery only. Cost recovery items are limited to the cost of

SUBJECT: LIQUOR TASTINGS

the liquor product(s) being tasted, allowable food items (see Section 8.5.7) and educational and staffing costs (i.e. wages, benefits, and administrative costs to a maximum of \$25/hour);
(Amended Mar 2018)

- b) experts on the liquor product may be involved in the tasting for consumer education; *(Added Mar 2018)*
- c) the licensee is not allowed to charge back the costs of a tasting to a liquor agency;
- d) the agency representing the product(s) being tasted may not be involved in the tasting; *(Added Mar 2018)*
- e) the licensee must maintain a written record of the tasting, including:
 - i) the name of the liquor product(s) tasted, the quantity and licensee's cost of the product(s);
 - ii) date and time of the tasting;
 - iii) fee to customers; and
 - iv) itemized list of staffing, educational and food costs.
(Added Mar 2018)

8.5.6 The licensee's cost for the liquor products(s) includes costs associated with transportation, warehousing and associated costs incurred to provide the product for sale at retail. This cost is reflected in the average retail cost of the product. Prices may not be artificially inflated to create a profit. *(Added Mar 2018)*

8.5.7 Allowable food items in a Class D premises are appetizer-sized portions that complement the liquor being tasted. Full course meals (catered or otherwise) and food items exceeding appetizer-sized portions are not permitted. *(Added Mar 2018)*

GUIDELINES

8.5.8 A Class D licensee may provide a patron with a sealed 50 ml bottle of spirits for off premises tasting.

SUBJECT: PRODUCT SAMPLING

POLICIES

8.6.1 A liquor agency may provide a licensee with liquor products for sampling, with the following conditions:

- a) product samples are for consumption by the licensee and cannot be sold to patrons of the licensed premises;
- b) the maximum sample size for each brand of liquor is:
 - beer – 36 X 355 ml bottles, or the smallest keg used by the supplier (approved container), or equivalent
 - coolers – 36 X 355 ml bottles, or equivalent
 - wine – 4 X 750 ml bottles, or equivalent
 - spirits – 2 X 750 ml bottles, or equivalent
 - liqueurs – 2 X 750 ml bottles, or equivalent
- c) liquor products for sampling must be purchased from the AGLC to qualify for the wholesale price. Product samples may also be purchased from a Class D licensee at a price that is equivalent to the licensee's cost. (See Section 3.16 of the Liquor Agency Handbook for information on the procurement of samples);
(Amended Apr 2016)
- d) the liquor agency must keep a written record of sampling activities including the date, name, and location of the licensed premises where the products for sampling were provided, the type, size and quantity of the products and the cost. These records must be provided to the AGLC on request; and
- e) a licensee may be provided with samples of a specific product only twice per calendar year. *(Amended Apr 2016)*

8.6.2 A liquor agency or licensee may host a no-sale function for liquor sampling with the following conditions:

- a) attendance must be by invitation only;
- b) no public advertising is allowed;
- c) a no-sale function at an unlicensed location requires a Private Non-Sale Special Event licence (see Section 9.2); and

SECTION: PRODUCT PROMOTIONS

NUMBER: 8.6

LICENSEE HANDBOOK

PAGE 2 OF 2

SUBJECT: PRODUCT SAMPLING

- d) a no-sale function at a licensee's office premises requires a hospitality licence from the AGLC, unless the host is a liquor manufacturer.

DATE ISSUED: April 8, 2016

AUTHORITY: Original signed by
Susan Green

SUBJECT: GENERAL PRODUCT PROMOTIONS

POLICIES

- 8.7.1 A product promotion may involve a contest, competition or draw, and may be administered by a licensee on behalf of a liquor agency with the following conditions:
- a) All patrons who enter a contest, competition or draw must be eligible under the conditions set by the liquor agency. Minors are not eligible.
 - b) Participation cannot be conditional on the purchase or consumption of liquor.
 - c) All promotional items provided to a licensee by a liquor agency must be used only for the specified contest, competition or draw.
 - d) The closing date of a contest, competition or draw must be posted in the licensed premises.
 - e) All draws must take place in the licensed premises on the date and time advertised (except draws conducted by the liquor agency).
- 8.7.2 Both the liquor agency and the licensee providing promotional give-away items must ensure the items reach patrons as intended and must meet the following conditions:
- a) both the liquor agency and the licensee must maintain records of every promotional activity in a licensed premises involving a give-away item with an individual wholesale value of more than \$100. The records must include the name of the licensed premises, a description of the give-away item and its wholesale value. The records must be provided to the AGLC on request;
 - b) a licensee conducting a promotion on behalf of a liquor agency must keep a written record of the name, address and telephone number of every person who receives a give-away item with a wholesale value of more than \$100. The records must be provided to the AGLC on request; and
 - c) all records regarding promotions must be kept for a minimum of two (2) years. *(amended Apr 2016)*

SUBJECT: GENERAL PRODUCT PROMOTIONS

8.7.3 A liquor agency may provide a licensee with clothing items with corporate or brand logos for staff to wear during a promotion (e.g., t-shirts, aprons, sweatshirts). The clothing items:

- a) must have a maximum \$50 wholesale cost per item; *(amended Apr 2016)*
- b) cannot become a mandatory “uniform”; and
- c) may be kept by the licensee when the promotion ends.

8.7.4 A licensee may reduce the price of one or more products as part of a promotion as long as the price complies with the minimum prices specified in Subsection 5.2. *(amended Apr 2016)*

8.7.5 A liquor agency may provide the general public with liquor vouchers redeemable only at Class D licensed premises for the purpose of promoting a specific brand, with the following conditions:

- a) The maximum amount of liquor that can be exchanged for a voucher is as follows:
 - Beer – 6 x 355 ml bottles, or equivalent;
 - Coolers – 4 x 355 ml bottles, or equivalent;
 - Wine – 1 x 750 ml bottle, or equivalent;
 - Refreshment Beverages – 1 x 750 ml bottle, or equivalent;
 - Spirits – 1 x 375 ml bottle, or equivalent; and
 - Liqueurs – 1 x 375 ml bottle, or equivalent.
- b) A liquor agency may not provide a licensee with a redemption fee.
- c) Vouchers may not be distributed on-pack, in-pack or near-pack as an added-value item (see Section 8.8).
- d) Receipt of a voucher must not be conditional on the purchase of a liquor supplier's product.
- e) Voucher recipients must not be directed to a specific licensee or to a specific chain of retail liquor stores to redeem their vouchers.

GUIDELINES

8.7.6 There is no limit to prize value.

SECTION: PRODUCT PROMOTIONS

NUMBER: 8.7

LICENSEE HANDBOOK

PAGE 3 OF 3

SUBJECT: GENERAL PRODUCT PROMOTIONS

- 8.7.7 The liquor agency is not required to be present during these types of product promotions.
- 8.7.8 A licensee has the right to decide whether or not to participate in a voucher promotion.

DATE ISSUED: April 8, 2016

AUTHORITY: Original signed by Susan Green

SUBJECT: ADDED-VALUE PROMOTIONS

POLICIES

8.8.1 An "added-value promotion" promotes a specific brand of liquor by offering consumers who purchase the brand at a retail liquor outlet a second item at no charge.

8.8.2 Acceptable added-value items include:

- a) Liquor
 - i) A liquor agency may provide liquor added-value items to Class D licensees only. The liquor agency must maintain a record of all added-value liquor provided.
 - ii) The words "SAMPLE" or "NOT FOR RESALE" must be clearly and permanently marked on the container of the added-value item, either in non-removable ink on the label or on a non-removable tag affixed to the container, in a type size the same or larger than the largest type used on the product label. A licensee may not deface, remove or attempt to remove the label or tag.
 - iii) The quantity of liquor provided as an added-value item must normally be no more than a single serving (i.e., 50 ml of distilled spirits, 200 ml of wine, or 355 ml of beer), and its value may not exceed the 15% maximum value allowed under Section 8.8.4b), unless otherwise approved in writing by the AGLC.
 - iv) Added-value liquor items are subject to regular provincial mark-ups.
- b) Money-off coupons for:
 - i) a liquor product, redeemable only by the liquor agency or a third party (i.e., coupon clearing house); or
 - ii) a non-liquor product, redeemable by the liquor agency or by non-liquor retailer of the product.
- c) Non-perishable food items (e.g., packaged snack food, food seasoning, powdered drink mix)
- d) Objects of nominal value, either:

SUBJECT: ADDED-VALUE PROMOTIONS

- i) liquor-related (e.g., corkscrew, bottle opener, wine glass, beer mug or shot glass); or
- ii) not liquor-related (e.g., key ring, golf ball decal, figurine, CD, etc.).

8.8.3 An added-value promotion may be conducted as an on-pack, in-pack or near-pack promotion:

a) On-Pack

- i) A liquor on-pack item must be attached to the liquor product with a plastic ring, elastic band, shrink wrap or similar method by:
 - the liquor agency, at its plant;
 - the liquor agency's employee;
 - Connect Logistics Services Inc., at the Liquor Distribution Centre in St. Albert (a fee is charged for this service); or
 - the staff of a retail liquor store by arrangement with the liquor agency.

b) In-Pack

An in-pack item must be placed within the packaging of the liquor product (e.g., a case of beer or wine box) by the liquor agency at its plant.

c) Near-Pack

- i) A near-pack item must be purchased, supplied and delivered to the retail liquor outlet by the liquor agency or the supplier of the item.
- ii) The item must be offered only with the purchase of the specified product. *(amended Apr 2016)*

8.8.4 A liquor agency may conduct an added-value promotion in a retail liquor outlet (i.e., a Class D licensed premises or Duty Free Store), with the following conditions:

- a) The promotion must be directed at consumers.

SUBJECT: ADDED-VALUE PROMOTIONS

- b) The cost of an added-value item must not exceed 15 per cent of the wholesale price of the liquor product being promoted, whether provided by the liquor agency or by a third party. A redemption rate may not be factored in when calculating cost.
- c) Only one added-value item may be offered with the purchase of each bottle or unit (e.g., case of beer) of the liquor being promoted.
- d) Added-value items cannot be changed based on the amount of liquor purchased. For example, if an added-value item associated with a particular liquor product is a bottle opener and a customer buys 3 bottles of the product, a customer is entitled to three bottle openers, not another value-added item of a higher value. *(amended Apr 2016)*
- e) Added-value items provided by an agency may not be:
 - i) removed from a liquor product by a licensee;
 - ii) offered for sale separately; or
 - iii) provided to a licensee or licensee staff for their personal use or benefit (see Section 8.8.10).
- f) A liquor agency may not purchase, order or obtain any item to be used in an added-value promotion from any business in which a participating Class D licensee has a direct or indirect interest.

8.8.5 A Class D licensee may conduct their own added-value promotion, independent of a liquor agency, with the following additional conditions:

- a) The items provided are of nominal value;
- b) The items are those included on the list of acceptable non-liquor products approved for sale in the retail outlet (see Section 3.6.14);
- c) The items may identify the licensee's premises; and.
- d) Money-off coupons for liquor purchases are acceptable.

8.8.6 Tobacco products are prohibited as an added-value item, pursuant to Sections 11 and 29 of the Tobacco Act.

SUBJECT: ADDED-VALUE PROMOTIONS

- 8.8.7 No aspect of a licensee's business may be used as an added-value item, either directly or indirectly, without the prior approval of the AGLC (e.g., coupon for money off a purchase at a licensed premises operated by the licensee; coupon for money off a ski lift ticket at a ski hill operated by the licensee).
- 8.8.8 Added-value promotions which do not comply with all of the policies in this section require the prior approval of the AGLC.
- 8.8.9 The AGLC reserves the right to set limits on the quantity of liquor provided to a licensee for an added-value promotion.
- 8.8.10 Added-value items may not be taken by a licensee for their personal use or provided to staff.



SECTION: SPECIAL EVENT LICENCES

NUMBER: 9.1

LICENSEE HANDBOOK

PAGE 1 OF 1

SUBJECT: GENERAL INFORMATION

(Deleted May 2018)

PLEASE SEE AGLC.CA FOR INFORMATION REGARDING SPECIAL EVENT LICENCES

DATE ISSUED: May 15, 2018

AUTHORITY: Original signed by
Gael MacLeod

SUBJECT: DEFINITIONS

POLICIES

10.1.1 In Sections 10 and 11:

- a) "Assessment" means a quarterly review of consumer demand for all VLT locations province-wide, conducted by the AGLC.
- b) "Authorized Signatory" means a person authorized to sign legal documents on behalf of an applicant or retailer.
- c) "Bank" means a chartered corporation or organization which provides financial services to individuals and businesses including, but not limited to, deposits, investments and loans.
- d) "Community" means:
 - i) a municipality, as defined by the Municipal Government Act:
 - a city, town, village, summer village, municipal district or specialized municipality;
 - a town under the Parks Towns Act; or
 - a municipality formed by special Act;
 - ii) a Métis Settlement established under the Métis Settlement Act (Alberta); or
 - iii) an Indian reserve, as determined by the Department of Indian and Northern Affairs Canada, located within the Province of Alberta.
- e) "Distributed Network" means the 6,000 VLTs allocated to Retailers across the Province.
- f) "Facility" means a continuous physical structure under a common roof normally identified by a single address, with the following exceptions:
 - i) an enclosed shopping centre (mall);
 - ii) a strip-type shopping centre with separate access for each business; or
 - iii) an office building.

SUBJECT: DEFINITIONS

- g) "GEC" or "Gaming Entertainment Centre" means a location with 15 – 30 VLTs installed.
- h) "GEC Retailer" means a retailer of a location with 15 - 30 VLTs installed.
- i) "i-LINK" means the i-LINK™ site controller.
- j) "Location" means a Class A Minors Prohibited licensed premises where VLTs are installed.
- k) "Net Sales" means cash-in less cash-out.
- l) "NSPTW" means Net Sales Per Terminal Week.
- m) "Plebiscite" means a question put to the electorate for a direct vote.
- n) "Quarter" means a three-month period in the financial calendar beginning January 1, April 1, July 1 or October 1.
- o) "Terminal" means Video Lottery Terminal (VLT).
- p) "Retailer" means the owner, licensee, and/or operator of a licensed premises in which VLTs are installed.
- q) "Single Game" means a single spin by the player producing an outcome where the player's wager on the spin results in a win with a prize being transferred to the player's credit meter, or where the player's wager is lost. In the case of a win, game mechanics may result in the game prize being accumulated (i.e. bonus or free spin(s) with the final outcome of the single game prize being transferred to the player's credit meter.
- r) "Supplied Equipment" means the Video Lottery Terminals, signs and Fixtures which may be provided by the AGLC;
- s) "Video Lottery Retailer Agreement" means the documented terms and conditions under which a Retailer agrees to operate VLTs.
- t) "VLT Retailer" means a retailer of a location with up to 10 VLTs installed.
- u) "VLT" means a Video Lottery Terminal that is located in the Distributed Network.

SUBJECT: DEFINITIONS

- v) "Wi-Fi" or "wireless fidelity" is a term describing certain types of wireless networks.
- w) "Wireless" means telecommunications in which electromagnetic waves (rather than some form of wire) carry the signal over part or the entire communication path. The distances involved may vary in length.

SUBJECT: ELIGIBILITY

POLICIES

- 10.2.1 The AGLC may consider a licensee's application to install VLTs on its licensed premises. To be eligible, an applicant must:
- a) Have a valid Class A Minors Prohibited liquor licence; and
 - b) Operate a licensed premises which is:
 - i) open for business; and
 - ii) not be located in a community that prohibits VLT installations (see Sections 10.2.5 – 10.2.7).
- 10.2.2 Only one (1) Class A Minors Prohibited licensed premises per facility is eligible for VLT installation.
- 10.2.3 Where an applicant's licensed premises is located within a multi-business facility (e.g., a mall, strip-type shopping centre or office building), the following conditions also apply:
- a) There can be no overlap in directors, shareholders and/or management with any other Class A Minors Prohibited licensed premises located within the facility operating VLTs; and
 - b) All Class A Minors Prohibited licensed premises with VLTs located within the facility must operate on a competitive basis.
- 10.2.4 A licensee whose application for VLTs is approved must operate within the terms and conditions of the Video Lottery Retailer Agreement and the policies within this Licensee Handbook.
- 10.2.5 When reviewing an application for a VLT installation within a community with no existing VLTs, the AGLC considers, among other factors, the level of community support or lack of support (e.g., as expressed in a plebiscite). The application may be denied if, in the opinion of the AGLC, the community does not support the installation.
- 10.2.6 Under Section 7 of the GLA, the Minister may direct the AGLC to remove all VLTs from a community in which more than 50% voted in a plebiscite to have them removed, as per Section 95 of the *Local Authorities Election Act*.
- 10.2.7 In consideration of Sections 10.2.5 and 10.2.6, the following communities prohibit VLT installations:

SECTION: VIDEO LOTTERY

NUMBER: 10.2

LICENSEE HANDBOOK

PAGE 2 OF 2

SUBJECT: ELIGIBILITY

- a) County of Lethbridge No. 26;
- b) Town of Lacombe;
- c) Municipal District of Opportunity No. 17;
- d) Regional Municipality of Wood Buffalo;
- e) Town of Canmore;
- f) Town of Coaldale;
- g) Town of Stony Plain;
- h) Town of Cardston;
- i) Town of Sylvan Lake; and
- j) Town of Rocky Mountain House.

DATE ISSUED: June 21, 2012

AUTHORITY: Original signed by
Marguerite Trussler

SUBJECT: APPLICATION PROCEDURE

POLICIES

10.3.1 All applicants will be required to complete and submit the following prior to the installation of VLTs:

- a) Video Lottery Retailer Application Form;
- b) Certificate of Insurance Form;
- c) Financial Security Requirements - successful credit evaluation by the AGLC or an irrevocable letter of credit (LOC) in an amount determined by the AGLC (see Section 10.4);
- d) Pre-Authorized Debit (PAD) Form, void cheque or equivalent and an Account Verification Letter from financial institution;
- e) Signed Video Lottery Retailer Agreement;
- f) Video lottery floor plan (to be prepared by the AGLC);
- g) Site Electrical Requirements Form (new installations only); and
- h) Buyer and Seller Notifications - Change of Operator Forms (change of operators only).

See detailed requirements below (Note all forms are located in Section 14).

Video Lottery Retailer Application Form

10.3.2 The Video Lottery Retailer Application Form (see Section 14.18) must be completed and signed by an authorized signatory of the applicant.

10.3.3 An applicant that is a corporation or a partnership must be a legal entity registered in the Province of Alberta.

10.3.4 An applicant who is a sole proprietor or a partnership must be a Canadian citizen(s) or authorized to work in Canada.

Certificate of Insurance Form

10.3.5 Retailers are required to maintain adequate insurance, as specified in the Video Lottery Retailer Agreement. An AGLC Certificate of Insurance Form (see Section 14.20) completed by the applicant's insurance company or broker must be provided as proof of adequate insurance.

SUBJECT: APPLICATION PROCEDURE

- 10.3.6 The legal entity making the application must be named as the "insured" on the insurance policy.
- 10.3.7 The applicant must have commercial general liability insurance to cover themselves and their staff. Coverage must be a minimum of \$2 million inclusive per occurrence against bodily injury and property damage, including loss of use thereof.
- 10.3.8 The applicant must insure all Supplied Equipment and Fixtures provided by the AGLC. The property insurance coverage must be on an All Risk/Broad Form and Replacement Cost basis.
- 10.3.9 On the insurance policy, the AGLC must be named as a 'loss payable' for property insurance only with respect to all Supplied Equipment and Fixtures provided by the AGLC.

Financial Security Requirements

- 10.3.10 The applicant's legal entity must undergo a successful credit evaluation by the AGLC or provide an LOC to cover the AGLC's financial risk (see Section 10.4).

Pre-Authorized Debit (PAD) Form

- 10.3.11 To facilitate processing of AGLC invoices from the applicant's bank account, the applicant's authorized signatory must:
- a) complete and provide a PAD Form (see Section 14.19);
 - b) provide a void cheque or equivalent; and
 - c) provide an Account Verification Letter from the bank or financial institution with the account detail.

Video Lottery Retailer Agreement

- 10.3.12 The applicant's authorized signatory must sign and submit to the AGLC two (2) original sets of the Video Lottery Retailer Agreement (see Section 14.22).

Video Lottery Floor Plan

- 10.3.13 The applicant's representative must sign and submit to the AGLC the original Video Lottery Floor Plan prepared by the AGLC (see Section 14.23).

Site Electrical Requirements Form

SUBJECT: APPLICATION PROCEDURE

10.3.14 For new applicants only, the applicant's authorized signatory must complete a Site Electrical Requirements Form (see Section 14.24) confirming the location complies with the following VLT and Supplied Equipment electrical requirements.

- a) One (1) dedicated electrical circuit (115 volt 15 amp receptacle) is required at each of the following areas within the premises:
 - i) The i-LINK at the main bar; and
 - ii) The demarcation point (telephone/utility room), where the telephone line enters the building (within 1.2 metres of the router rack).
- b) At the VLT(s):
 - i) One (1) 15 amp/115 volt dedicated electrical outlet for every two (2) VLTs; or
 - ii) One (1) 20 amp/115 volt dedicated electrical outlet for every three (3) VLTs).

Buyer and Seller Notifications - Change of Operator Forms

10.3.15 Before the AGLC will begin to process a change of operator application, both the Seller's Notification and the Buyer's Notification forms must be received. (see Sections 14.26 and 14.27).

GUIDELINES

10.3.16 Liquor licensees may apply to become a Video Lottery Retailer by:

- a) Contacting the AGLC Hotline; or
- b) Writing or faxing a request to the AGLC. Completed applications may be mailed or faxed to:

Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta
T8N 3T5
Fax: 780-447-8910
Attention: Retail Networks

10.3.17 Assistance is available from the AGLC Hotline (see Section 10.23).

SUBJECT: FINANCIAL SECURITY REQUIREMENTS

POLICIES

Credit Evaluation

- 10.4.1 To be eligible for a credit evaluation, an applicant/retailer must have at least two (2) years of financial statements.
- 10.4.2 An applicant/retailer requesting a credit evaluation must provide to the AGLC:
- a) two (2) most recent years of financial statements prepared by a third party (i.e., CA, CMA or CGA); and
 - b) banking information on a Credit Evaluation Information form (see Section 14.21), completed by the applicant's authorized signatory and financial institution.
- 10.4.3 An applicant that does not pass the credit evaluation must provide an irrevocable letter of credit (LOC) or their application will be denied (see Section 10.4.5).
- 10.4.4 Credit evaluation results are retained by the AGLC and referenced on future applications from the applicant/retailer.

Irrevocable Letter of Credit

- 10.4.5 An applicant/retailer not eligible for a credit evaluation under Section 10.4.1, or that did not pass the credit evaluation, must provide an LOC from any chartered bank or other financial institution to meet the AGLC's financial security requirements. The LOC must:
- a) identify the legal entity of the applicant/retailer as "applicant" or "customer";
 - b) name the Alberta Gaming and Liquor Commission, 50 Corriveau Avenue, St. Albert, AB T8N 3T5 as "beneficiary";
 - c) state the dollar amount of the LOC (see Section 10.4.6);
 - d) be in effect for the time period specified in Section 10.4.8; and
 - e) state "partial drawings are permitted".
- 10.4.6 The AGLC determines the amount of the LOC, based on two (2) weeks average net invoice for the location (for existing locations), or \$3,000 per VLT (for new locations).

SUBJECT: FINANCIAL SECURITY REQUIREMENTS

- 10.4.7 If the location is changing ownership, the amount of the LOC will be disclosed only after the AGLC has received Change of Operator notification forms from both the seller and the buyer (see Section 10.6.2).
- 10.4.8 The LOC must remain in effect:
- a) for a sole proprietorship or unregistered partnership – until the Video Lottery Retailer Agreement is terminated ; or
 - b) for a registered corporation or partnership – for a minimum of one (1) year, or until the retailer's legal entity undergoes a successful credit evaluation. The following conditions also apply:
 - i) the irrevocable letter of credit must be renewed each year unless it is automatically extended (preferred);
 - ii) the retailer may request a credit evaluation after one year, if it meets the eligibility requirements outlined in Section 10.4.1.
- 10.4.9 The AGLC may draw upon a retailer's LOC at any time to satisfy any payments owing to the AGLC under the Video Lottery Retailer Agreement.

SUBJECT: VLT ALLOCATION

POLICIES

10.5.1 The Distributed Network is limited to a maximum of 6,000 VLTs in operation.

10.5.2 VLTs are allocated to applicants based on market demand and the applicant's ability to meet facility requirements and standards .

10.5.3 An applicant will not be considered for VLTs if the applicant:

- a) does not provide all of the applicant requirements (see Section 10.3) within a specified period of time;
- b) has its liquor licence cancelled;
- c) sells, leases, assigns or otherwise transfers the licensed premises to the control of another person or entity; or
- d) is not open and operating.

10.5.4 A Video Lottery Retailer Agreement will not be terminated under Section 10.5.11c) if:

- a) the retail location is more than 25 kilometres away from the closest Retailer. The 25 km distance is measured as the radius from retail location to retail location; or
- b) the Video Lottery Retailer Agreement was in effect six (6) months or less prior to the assessment date.

Trial Network

10.5.5 New VLT Retailers will be provided an opportunity to demonstrate consumer demand. VLT Retailers will be provided a sales target, set at a level equal to the second percentile (2%) of the most recent consumer demand assessment, which is based on Net Sales Per Terminal Week (NSPTW). The sales target must be exceeded by the end of an initial 26 week period. At the end of the initial 26 week period:

- a) the VLT Retailer of a location that is assessed above the sales target will progress from the Trial Network with future evaluations taking place under the standard criteria outlined in Section 10.5.11.
- b) the VLT Retailer of a location that is assessed at or below the sales target will receive written notice from the AGLC within 15

SUBJECT: VLT ALLOCATION

days of the initial assessment indicating that a second evaluation of 13 weeks will occur.

- i) during the 13 week evaluation, the VLT Retailer will receive monthly notices indicating the status of its NSPTW.
- ii) if, at the end of the 13 week assessment period, the VLT Retailer's location assessment:
 - is above the original sales target, the retailer will progress from the Trial Network with future evaluations taking place under the standard criteria outlined in Section 10.5.11; or
 - continues to be at or below the required sales target, the terminals will be removed and the Video Lottery Retailer Agreement will be terminated.

Number of VLTs

10.5.6 The AGLC determines the number and type of VLTs provided to an eligible VLT Retailer and may make adjustments from time to time, giving consideration to:

- a) a new VLT Retailer is provided up to three (3) VLTs for the initial installation.
- b) based on VLT availability and consumer demand (see Section 10.5.7), an established VLT Retailer may be provided additional VLTs periodically, to a maximum of 10 VLTs.
- c) a VLT Retailer with 10 VLTs will be notified by the AGLC if the location is eligible to become a Gaming Entertainment Centre (GEC) (see Section 11).

10.5.7 Retailers eligible for additional VLTs will be those with the highest consumer demand based on NSPTW, as determined through the most recent assessment (see Section 10.5.10).

10.5.8 Based on an assessment of the retail location, the AGLC will determine the terminal and game mix provided to eligible Retailers and may adjust the mix from time to time.

10.5.9 Additional VLTs may not be provided to a Retailer that qualifies under Sections 10.5.6b) and 10.5.6c) for the following reasons:

SUBJECT: VLT ALLOCATION

- a) a Retailer that has had VLTs removed due to a violation of VLT policies or a contravention of the Video Lottery Retailer Agreement is ineligible for additional VLTs during the six (6) month penalty period, commencing the date the VLTs are removed (see Section 10.22).
- b) a Retailer that received additional VLTs due to performance in one (1) quarter will not be considered for additional VLTs in the following quarter.
- c) a Retailer that has changed operators/owners in one (1) quarter will not be considered for additional VLTs in the following quarter.
- d) the location:
 - i) has changed operators less than 13 weeks prior to the assessment date, or
 - ii) has been in operation less than 26 weeks prior to the assessment date.

10.5.10 Consumer demand is assessed at each VLT location on a quarterly basis in January, April, July and October, based on NSPTW, using 52 weeks of sales.

10.5.11 When a location with at least 26 weeks of sales is assessed in the bottom five (5) %, based on its NSPTW, the AGLC will send the Video Lottery Retailer written notice within 15 days of the assessment advising the following actions may be taken:

- a) a location with four (4) or more VLTs that is assessed in the bottom five (5) % three (3) times in a one (1) year period may have up to two (2) VLTs removed.
- b) a location with three (3) VLTs that is assessed in the bottom five (5) % three (3) times within a one (1) year period, and whose last assessment was in the bottom two (2) % may have one (1) VLT removed.
- c) a location with two (2) or fewer VLTs that is assessed in the bottom five (5)% three (3) times within a one (1) year period, and whose last assessment was in the bottom two (2) % will have the terminals removed and the Video Lottery Retailer Agreement terminated.

SUBJECT: VLT ALLOCATION

10.5.12 A location that has had VLTs removed in one (1) quarter will not have VLTs removed in the following quarter.

10.5.13 When a Video Lottery Retailer Agreement is terminated under Section 10.5.5 or 10.5.11c), the AGLC will not consider a new application by the licensee for that location for at least six (6) months.

GUIDELINES

10.5.14 The AGLC provides the VLTs, fixtures and supplies necessary to operate VLTs in a licensed premise.

10.5.15 The AGLC may allocate VLTs based on an assessment of consumer demand and consideration of regional market conditions, such as:

- a) Temporary road closures;
- b) Plant closures; or
- c) Prolonged, adverse conditions in the area, such as drought or flooding.

SUBJECT: SALE, TRANSFER OR ASSIGNMENT OF A VLT LOCATION

POLICIES

- 10.6.1 A Video Lottery Retailer Agreement is not transferable, and is automatically terminated and the VLTs disabled or removed whenever a location is sold, leased, assigned or otherwise transferred to the control of another person.
- 10.6.2 When a location is sold, the following documents must be submitted to the AGLC:
- a) "Sellers Notification – Change of Operator" form, to be completed and submitted by the existing Retailer (see Section 14.26); and
 - b) "Buyers Notification – Change of Operator" form, to be completed and submitted by the new operator (see Section 14.27).
- 10.6.3 A Retailer being issued a new liquor licence for the location must re-submit all documents related to VLT operations (see Sections 10.3 and 10.4). The VLT documents must be received at least two (2) weeks before the new liquor licence is issued.
- 10.6.4 When an application from a new operator is approved, the AGLC may enable all the existing VLTs at the location, or adjust the number of VLTs (see Section 10.5).
- 10.6.5 A new Video Lottery Retailer Agreement will not be considered if the location's VLT revenues were within the bottom two (2) % of the network in the previous year (see Section 10.5).

GUIDELINES

- 10.6.6 Retailers considering the sale of their premises must contact the AGLC Hotline (see Section 10.23) at least two (2) weeks prior to the location being sold, leased, assigned or otherwise transferred to the control of another person.
- 10.6.7 The AGLC may enter into a new Video Lottery Retailer Agreement with the new licensee if the new retailer:
- a) meets all retailer eligibility requirements (see Section 10.2); and

SUBJECT: SALE, TRANSFER OR ASSIGNMENT OF A VLT LOCATION

- b) completes and submits a Video Lottery Retailer Application with all necessary documents to the AGLC (see Sections 10.3, 10.4 and 10.6.2).
- 10.6.8 A new Video Lottery Retailer Agreement may not be considered if the location has not progressed from the Trial network (see Section 10.5.5).
- 10.6.9 To avoid any interruption of VLT operations, a new operator should allow two (2) weeks for their retailer application to be processed.
- 10.6.10 A new operator wishing to relocate VLTs within the premise, in conjunction with their possession date for the location should refer to Section 10.7.
- 10.6.11 A new operator wishing to renovate in conjunction with their possession date for the location should refer to Section 10.8.
- 10.6.12 A change of operators will be scheduled only during regular business hours of the AGLC (see Section 10.23.3).

SUBJECT: VLT RELOCATIONS WITHIN A RETAILER'S PREMISES

POLICIES

10.7.1 In this Section:

- a) "relocation" means the permanent, physical removal of VLTs and/or Supplied Equipment from their installed position on a Retailer's premises to another position on the same premises, requiring electrical or communication rewiring; and
- b) "temporary relocation" means the short-term repositioning of VLTs and/or Supplied Equipment on a Retailer's premises to allow for physical improvements such as painting or carpet laying.

10.7.2 The relocation or temporary relocation of VLTs and/or the i-LINK on a Retailer's premises requires AGLC authorization. Prior to the relocation, the Retailer must contact the AGLC Hotline at least two (2) weeks in advance (see Section 10.23 for contact information).

10.7.3 All relocations and temporary relocations must be completed by AGLC employees or authorized agents.

10.7.4 A relocation or temporary relocation of an existing Retailer to a different facility will result in termination of the Video Lottery Retailer Agreement except in exceptional circumstances recognized by the AGLC, for example a fire or some other major, unexpected event beyond the control of the Retailer.

10.7.5 The Retailer is responsible for any damage to a VLT, i-LINK or Supplied Equipment during an unauthorized relocation, and must pay all repair or replacement costs (see Section 10.9).

10.7.6 The AGLC will arrange for the installation of all inside cabling to accommodate the relocation and operation of the VLTs and Supplied Equipment. The Retailer is responsible for all costs related to this installation.

10.7.7 The Retailer is responsible to arrange for and provide the necessary electrical requirements to accommodate the relocation and operation of the VLTs and Supplied Equipment (see Section 10.3.14).

SECTION: VIDEO LOTTERY

NUMBER: 10.7

LICENSEE HANDBOOK

PAGE 2 OF 2

SUBJECT: VLT RELOCATIONS WITHIN A RETAILER'S PREMISES

GUIDELINES

- 10.7.8 A minimum of two (2) weeks notification is required, otherwise priority charges for relocation and temporary relocation may apply.
- 10.7.9 For information on relocation costs, call the AGLC Hotline (see Section 10.23).
- 10.7.10 A relocation or temporary relocation will be scheduled only during regular business hours of the AGLC (see Section 10.23.3).

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AUTHORITY:

Original signed by
Marguerite Trussler

SUBJECT: RENOVATION OR REPAIRS TO A VLT LOCATION

POLICIES

- 10.8.1 In this section, “renovation” means physical improvements to a licensed premise which may or may not involve structural changes (i.e., painting, carpet laying, construction, etc.).
- 10.8.2 A Retailer must notify the AGLC in writing of:
- a) any repairs/renovations that require the location to close or for the VLTs to be relocated within the premises; or
 - b) any structural change(s) planned for the location (AGLC advance approval is required – see Section 5.14);or
 - c) any damages to the premises caused by fire, flood or other causes, which may result in the premises being closed.
- 10.8.3 See Section 10.23 for AGLC mail and fax information.
- 10.8.4 When a location must be closed for renovation or repairs:
- a) for an extended period of time but less than one (1) year, VLTs will be temporarily removed. VLTs will be re-installed as soon as possible, subject to availability, once the renovation or repairs are completed and the location re-opens for business; and
 - b) for more than one (1) year, the AGLC may terminate the Video Lottery Retailer Agreement.

GUIDELINES

- 10.8.5 For information regarding the relocation or temporary relocation of VLTs and/or Supplied Equipment during renovation or repairs, see Section 10.7.
- 10.8.6 A relocation or temporary relocation will be scheduled only during regular business hours of the AGLC (see Section 10.23.3).

SUBJECT: LIABILITY FOR LOSS OR DAMAGE / RELOCATION COSTS

POLICIES

- 10.9.1 A Retailer is liable for costs related to:
- a) lost, stolen or missing money from VLT operations;
 - b) replacement of damaged or stolen VLTs and/or Supplied Equipment;
 - c) lost or stolen keys, including the costs of key replacement and new locks; and
 - d) relocation of VLTs, and/or Supplied Equipment.
- 10.9.2 A Retailer must immediately report any loss or damage to VLTs, Supplied Equipment and/or keys to the AGLC Hotline (see Section 10.23).
- 10.9.3 The AGLC requires full payment within 30 days of the invoice date.

GUIDELINES

- 10.9.4 For information on replacement costs, contact the AGLC Hotline (see Section 10.23).

SUBJECT: VLT OPERATIONS - GENERAL INFORMATION

POLICIES

- 10.10.1 The following persons are not allowed to play VLTs or Keno :
- a) minors (anyone under the age of 18 years);
 - b) anyone who appears to be intoxicated by liquor or a drug; and
 - c) staff members who are on duty.
- 10.10.2 The distance between a VLT and the nearest Automated Teller Machine (ATM) must be at least 4.5 metres (15 feet).
- 10.10.3 A Retailer is not permitted to grant credit to a player or provide a cash advance on a credit card.
- 10.10.4 Illegal gaming devices are prohibited at a VLT location.
- 10.10.5 VLTs are not permitted:
- a) in the same room where nude entertainment occurs; or
 - b) in a room where nude entertainment may be viewed.
- Note:** This restriction applies whether or not the VLTs are enabled, disabled and/or covered up.
- 10.10.6 No person is allowed to tamper with the VLTs and/or the i-LINK.
- 10.10.7 No VLT promotion or giveaway may be offered to a player without the written consent of the AGLC.
- 10.10.8 Retailers must ensure a telephone is available in such proximity to the location of the VLTs and the i-LINK, so that staff on duty may simultaneously carry on a telephone conversation and receive instruction on the operation or maintenance of the Supplied Equipment.

GUIDELINES

- 10.10.9 Retailers and their staff must be familiar with and are encouraged to follow the Facility Standards and Best Practices as outlined in the VLT Operations Manual.

SUBJECT: HOURS OF OPERATION

POLICIES

- 10.11.1 VLTs may be operated:
- a) for a maximum of 17 hours daily between 10 a.m. and 3 a.m., seven (7) days per week; and
 - b) only during the hours the location is open to the public and the Class A Minors Prohibited licence is in effect.
- 10.11.2 The Retailer's representative must contact the AGLC Hotline with any changes to their hours of operation. These hours of operation are subject to Section 10.11.1.
- 10.11.3 VLTs found to be operating outside of the hours identified in Section 10.11.2 will be disabled and not enabled again until the location's operating hours are changed in the AGLC's central computer system.

SUBJECT: STAFF TRAINING

POLICIES

- 10.12.1 A Retailer must ensure all staff responsible for operating VLTs receive training in:
- a) operation of i-LINK including validation of cash-out tickets;
 - b) general maintenance of VLTs; and
 - c) Reel Facts VLT Staff Training (mandatory component) (see Subsection 10.13.3). *(Amended Apr 2016)*
- 10.12.2 Retailers at approved cross-validation sites must ensure all staff responsible for cross validating VLT cash out tickets from another location receive instruction in cross-validation procedures.
- 10.12.3 At least one (1) staff member must be available to cash out customer tickets during operating hours.

GUIDELINES

- 10.12.4 To request VLT training, contact the AGLC Hotline (see Section 10.23).

SUBJECT: REEL FACTS VLT STAFF TRAINING

POLICIES

(Amended Apr 2016)

- 10.13.1 For the purposes of this section, “Reel Facts” means a social responsibility training program designed to educate VLT Retailers and their staff on how to recognize the differences between responsible and problem gambling behaviour and appropriately respond to someone who may have a problem with their gambling.
- 10.13.2 A VLT Retailer must meet Reel Facts certification requirements. Equivalency will not be granted for programs offered in other provinces.
- 10.13.3 Reel Facts certification is mandatory for the following full-time and part-time staff:
- a) owners, managers, supervisors; and
 - b) all staff working at a liquor licensed premises having any involvement with patrons using VLTs, with the exception of positions identified in Subsection 10.13.4.
- 10.13.4 Reel Facts certification is not required for staff working full-time or part-time as:
- a) kitchen staff, bus persons, entertainers, and cleaning staff in licensed premises; or
 - b) registered gaming workers employed in casino facilities or Racing Entertainment Centres with a Deal Us In Phase One certification.
- Note: Deal Us In Phase One certification is acceptable in lieu of Reel Facts certification at casino facilities and RECs where staff may have involvement with VLT patrons.
- 10.13.5 Persons requiring Reel Facts certification must be certified within 30 days of their employment start date.
- 10.13.6 A minimum score of 80% on an AGLC administered examination is required for Reel Facts certification.
- 10.13.7 Reel Facts certification is valid for a period of five (5) years from the date of successfully completing the program.

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AUTHORITY: Original signed by Susan Green

SUBJECT: REEL FACTS VLT STAFF TRAINING

10.13.8 Reel Facts certification must be maintained by successfully repeating the Reel Facts program (including passing the exam) before the certification expiration date.

10.13.9 VLT Retailer staff must provide proof of Reel Facts certification at the request of an AGLC Inspector. Failure to present proof of Reel Facts certification may result in disciplinary action. Proof of Reel Facts certification includes:

- a) paper printed versions that have a QR code;
- b) the personal information page printed from the staff member's SMART account;
- c) a plastic card (that does not have a QR code);
- d) clear images of any of the above (i.e. image, photograph or screen shot) saved on the staff member's mobile device/phone. *(Amended Oct 2016)*

10.13.10 It is the responsibility of the VLT Retailer to ensure:

- a) all staff in their premises who are required to have Reel Facts certification (as per Subsection 10.13.4) are certified in accordance with the requirements identified in Section 10.13 and;
- b) at least one (1) Reel Facts certified staff member is on shift at all times.

10.13.11 VLT Retailers must keep a log of employees who are Reel Facts certified, including the following information:

- a) employee name as it appears on the certification card;
- b) SMART Training registration number; and
- c) expiry date.

Note: Logs are subject to review by the AGLC.

GUIDELINES

10.13.12 Reel Facts certification options are found on the SMART Training website. For more information on Reel Facts, contact:

SMART Training Programs

Alberta Gaming and Liquor Commission

SECTION: VIDEO LOTTERY

NUMBER: 10.13

LICENSEE HANDBOOK

PAGE 3 OF 3

SUBJECT: REEL FACTS VLT STAFF TRAINING

50 Corriveau Avenue

St. Albert, Alberta

T8N 3T5

Toll Free: 1-877-436-6336

Fax: 780-651-7626

Website: smartprograms.aglc.ca

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Susan Green

SUBJECT: SECURITY STANDARDS

POLICIES

- 10.14.1 There must be a direct line of sight from the main liquor service area to the VLT gaming area. If the front of the VLTs is not visible, the VLT Retailer must install a mirror or a camera with a monitor at the main liquor service area.
- 10.14.2 The Retailer will immediately notify the AGLC of any suspicious activity or any activity which may be deemed to have a wrongful intent by contacting the Gaming Irregularities Complaint Line or the AGLC Hotline (see Section 10.23).

GUIDELINES

- 10.14.3 VLT paper supplies are required to be handled and stored in accordance with AGLC procedures.
- 10.14.4 The VLT float should be kept separate from other cash, in a lockable cash box stored in a secure area. The VLT float should be routinely verified and balanced at change of shift and closing. Separate floats may be used for large payouts.
- 10.14.5 Upon request, Retailers should escort a player with large sums of money to his/her vehicle.
- 10.14.6 Upon request, Retailers should make large payouts to players by cheque.
- 10.14.7 If more than one person requires access to VLT keys, the keys should be stored in a locked area. A log is used for signing the keys in and out.
- 10.14.8 AGLC Inspectors will regularly visit a VLT premises to ensure all security standards are met and to advise the Retailer and staff on all aspects of security.

SUBJECT: SIGNAGE, ADVERTISING AND PROMOTIONS

POLICIES

10.15.1 The following signs and informational materials provided by the AGLC must be posted in the premises in clear public view, unless otherwise noted: *(Amended Apr 2016)*

- a) "This location has applied for VLTs" (prior to VLT installation);
- b) "Your games. Your choice."(VLT Rules of Play and Gaming Irregularities poster); *(Amended Apr 2016)*
- c) "If you gamble, use your GameSense" (Responsible Gambling poster); *(Added Apr 2016)*
- d) "Robbery Procedures" (for the information of staff only, to be posted in an area out of public view); and
- e) any other information the AGLC may provide to a Retailer for posting.

10.15.2 Failure to post signs as directed by the AGLC may result in penalties up to and including termination of the Video Lottery Retailer Agreement and the removal of the VLTs and Supplied Equipment.

10.15.3 VLT Retailer advertising must be limited to the message VLTs are available for play at the location. Any advertising or promotional materials that appear to encourage VLT play are not allowed.

10.15.4 Advertising or promotional material that refer to VLTs as slot machines or the VLT location as a casino are prohibited.

10.15.5 Proposed advertising or promotional materials must be approved in advance by the AGLC. Advertising and/or promotional materials used without AGLC approval will be removed. The Retailer may also face penalties as outlined in Section 10.22.1.

GUIDELINES

10.15.6 Retailers requiring any of the signage or notices specified in Section 10.15.1 should contact the AGLC Hotline (see Section 10.23).

SUBJECT: GAME STRUCTURE

POLICIES

- 10.16.1 A variety of games are offered on VLTs. Game instructions and pay-out tables are available on each terminal.
- 10.16.2 The pay-out may vary by game and the network will average approximately 92%.
- 10.16.3 The minimum and maximum bet may vary by game.
- 10.16.4 The maximum prize that can be won in a Single Game may vary by game and will not exceed \$10,000.
- 10.16.5 When a series of individual prize awards of \$1,250 or less result in a terminal balance of \$1,250 or more, the VLT automatically produces a cash-out ticket of \$1,250.
- 10.16.6 For individual prize awards over \$1,250, the VLT automatically produces a cash-out ticket of a value equal to the individual prize award.
- 10.16.7 For both Sections 10.16.5 and 10.16.6, players will receive one (1) cash-out ticket leaving the remaining balance on the terminal until either played or cashed-out.
- 10.16.8 All game hardware and software are tested by an approved independent gaming laboratory prior to installation in the VLTs to verify the pay-out percentage conforms to the approved range.
- 10.16.9 A VLT malfunction voids all plays and all pay-outs.

GUIDELINES

- 10.16.10 Player disputes should be directed to Gaming Irregularities (see Section 10.23). The AGLC investigates all complaints.

SUBJECT: PAYMENT OF VLT CASH-OUT TICKETS

POLICIES

- 10.17.1 A Retailer must keep an adequate cash float to, upon validation, pay-out all cash-out tickets of a face value less than or equal to \$1,250.
- 10.17.2 A cash-out ticket must be immediately validated and paid when presented, subject to the following conditions:
- a) A cash-out ticket with a face value less than or equal to \$1,250 must be redeemed at the location where it was issued.
 - b) A cash-out ticket with a face value in excess of \$1,250 may be redeemed at the location where it was issued or at an AGLC approved cross-validation site.
 - c) A Retailer that is not an AGLC approved cross-validation site may choose not to pay-out a cash-out ticket of a face value in excess of \$1,250. In this case, the retailer must direct the player to an approved AGLC cross-validation site for payment in full (see Section 10.18).
 - d) A cash-out ticket may be redeemed by the player for up to thirty (30) days from the date of issue (see Section 10.17.3).
- 10.17.3 A player presenting a cash-out ticket issued more than thirty (30) days prior should be directed to call Gaming Irregularities (see Section 10.23).
- 10.17.4 Failure to pay out winnings as stipulated in Section 10.17.1 may result in penalties as outlined in section 10.22.1.
- 10.17.5 To assist in ensuring prizes are paid to the person who is named on the back of the cash-out ticket , a Retailer will, for cash-out tickets originating at their site and in excess of \$1,250 that are not paid out the same day issued:
- a) Check the back of the ticket to see if the claimant name has been printed on the space provided;
 - b) If a name has been printed on the back of the ticket, ask the claimant for an acceptable form of I.D. (see Section 5.5.9 a) – d)) and confirm that the name on the back of the cash-out ticket is the same name that appears on the I.D.; and

SECTION: VIDEO LOTTERY

NUMBER: 10.17

LICENSEE HANDBOOK

PAGE 2 OF 2

SUBJECT: PAYMENT OF VLT CASH-OUT TICKETS

- c) Where a discrepancy exists, the Retailer should not pay the prize and contact the AGLC Hotline (see Section 10.23) to report the incident and seek further instructions.

GUIDELINES

- 10.17.6 As a means of providing excellent customer service, Retailers should consider maintaining an adequate cash float enabling them to pay-out all cash-out tickets presented by players.

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SUBJECT: CROSS-VALIDATION

POLICIES

- 10.18.1 The AGLC will select and approve a number of cross-validation sites throughout the Province for the purpose of validating and paying out VLT cash-out tickets of a value exceeding \$1,250 that could not be paid at the originating retail site.
- 10.18.2 Cross-validation site selection will be based on an assessment by the AGLC including, but not limited to:
- a) Market coverage to meet player needs; and
 - b) The retailer's ability to provide the services of a cross-validation site.
- 10.18.3 Cross-validation retailers must complete and submit a consent form (Consent to Records Check – Form REG/GAM 5594) to allow the AGLC to conduct criminal and financial indices checks.
- 10.18.4 Cross-validation retailers must maintain a sufficient float to:
- a) Pay, upon validation, all cash-out tickets originating from their own retail site; and
 - b) Pay, upon validation, cash-out tickets of a value exceeding \$1,250 originating from another VLT site.
- 10.18.5 A player presenting a cash-out ticket issued more than thirty (30) days prior should be directed to call Gaming Irregularities (see Section 10.23).
- 10.18.6 To assist in ensuring prizes are paid to the person who is named on the back of the cash-out ticket, a cross-validation retailer will, for all cash-out tickets originating from another VLT site:
- a) Check the back of the ticket to see if a name has been printed on the space provided;
 - b) If a name has been printed on the back of the ticket, ask the claimant for an acceptable form of I.D. (see Section 5.5.9 a) – d)) and confirm that the name on the back of the cash-out ticket is the same name that appears on the I.D.; and
 - c) Where a discrepancy exists, the Retailer should not pay the prize and contact the AGLC Hotline (see Section 10.23) to report the incident and seek further instructions.

SUBJECT: CASH-OUT TICKET RETENTION AND DESTRUCTION

GUIDELINES

- 10.19.1 Cash-out tickets should be retained for a period of 30 days from the date of validation, after which time they may be destroyed.
- 10.19.2 After the 30 day retention period has lapsed, the validated cash-out tickets should be destroyed. Shredding is the recommended method of destruction subject to the following standards:
- a) Straight cut – 3mm or less; or
 - b) Cross cut – 4mm or less.
- 10.19.3 Shredded materials may then be disposed of.

SECTION: VIDEO LOTTERY

NUMBER: 10.20

LICENSEE HANDBOOK

PAGE 1 OF 1

SUBJECT: REMUNERATION

POLICY

- 10.20.1 Retailers are provided a commission based on a percentage of VLT net sales (cash-in less cash-out) per week. The commission rate is set by the AGLC and is 15% of net sales
- 10.20.2 A Retailer's commission is paid weekly.

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SUBJECT: PAYMENT TO THE AGLC

POLICIES

- 10.21.1 All cash received from VLTs, less winnings paid, is the property of the AGLC. The AGLC will provide each Retailer with an invoice via the i-LINK every Monday indicating the exact amount payable. If Monday is a statutory holiday, the invoice will be provided the next business day.
- 10.21.2 The exact amount payable from the invoice must be:
- a) deposited in the Retailer's designated bank account the day the invoice is received, during business banking hours; and
 - b) available for processing to the AGLC.
- 10.21.3 If the AGLC receives a notice of non-sufficient funds (NSF) or any other item returned by the bank, the Retailer must:
- a) make payment to cover the returned item within 24 hours of being notified, in the manner requested by the AGLC, or the VLTs will be disabled;
 - b) immediately provide an irrevocable letter of credit in an amount determined by the AGLC (see Section 10.4) and in effect for at least 24 months from the date of the returned item; and
 - c) pay any service charges determined by the AGLC.
- 10.21.4 A Retailer who fails to deposit the full amount payable on time may have their Video Lottery Retailer Agreement terminated and the VLTs and Supplied Equipment removed.
- 10.21.5 A Retailer who has no further payment problems for two (2) years following an NSF notice or other returned item may request a credit evaluation to review the need for the irrevocable letter of credit (see Section 10.4).
- 10.21.6 A Retailer is responsible to inform the AGLC Hotline of any change to their designated bank account (see Section 10.23).
- 10.21.7 A credit evaluation is based upon a review of recent banking and credit activities. The AGLC requires two (2) comparative years of financial statements prepared by a third party (i.e., CA, CMA or CGA)

SECTION: VIDEO LOTTERY

NUMBER: 10.21

LICENSEE HANDBOOK

PAGE 2 OF 2

SUBJECT: PAYMENT TO THE AGLC

and banking information for the most recent twelve (12) month period.

- a) If a Retailer passes the credit evaluation, the AGLC returns the irrevocable letter of credit to their bank or financial institution.
- b) If the credit evaluation is unsuccessful, the Retailer is notified the irrevocable letter of credit must stay in effect.

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SUBJECT: VIOLATION OF AGLC POLICIES

POLICIES

10.22.1 Violation of AGLC policies and guidelines may result in any of the following:

- a) termination of the Video Lottery Retailer Agreement by the AGLC with or without cause;
- b) election to remove one or more VLTs; or
- c) suspension of the Video Lottery Retailer's ability to operate the supplied equipment.

The Retailer will receive written notice from the AGLC of the violation and penalty.

10.22.2 A Retailer whose Video Lottery Retailer Agreement is cancelled is ineligible to re-apply for VLTs for the same location for a minimum of six (6) months.

GUIDELINES

10.22.3 A Retailer who has had one (1) or more terminals removed due to a violation may ask the AGLC, in writing, to return the VLTs after the penalty period has ended. After this time, the AGLC may consider returning the terminals as VLTs become available.

SUBJECT: CONTACTS

GUIDELINES

10.23.1 For inquiries and assistance related to VLTs, call:

- a) AGLC Hotline: 1-800-561-4415
Fax: 403-740-7014
- b) Gaming Irregularities: 1-800-742-7818
- c) Alberta Health Services
Addictions Help Line: 1-866-332-2322

10.23.2 See Section 1.3 for AGLC office contact information.

10.23.3 AGLC regular business hours are 8:00 a.m. to 4:00 p.m. - Monday to Friday, excluding statutory holidays.

SUBJECT: GENERAL INFORMATION

POLICIES

- 11.1.1 A Gaming Entertainment Centre (GEC) is considered to be a destination gaming facility with between 15 and 30 VLTs and is therefore subject to enhanced facility standards as outlined in Section 11.
- 11.1.2 A GEC will not be located in a community that, through a plebiscite, voted to have VLTs removed from the community (see Section 10.2.7).
- 11.1.3 Unless otherwise specified, all policies related to Video Lottery (Section 10) and Class A Minors Prohibited licences (Section 3.2) apply to GECs (see Section 10.1 for VLT definitions).
- 11.1.4 Licensed gaming facilities may not combine the provisions of a GEC as part of their existing gaming floor.
- 11.1.5 A GEC Retailer must notify the AGLC immediately of any change in financial interest, operator (see Section 11.4) or key executive or staff such as the business or property manager.

SUBJECT: ELIGIBILITY

POLICIES

- 11.2.1 The AGLC will notify a VLT Retailer when they are eligible to become a GEC. Eligibility is determined on an assessment of consumer demand at the location (see Section 10.5) and VLT availability.
- 11.2.2 To be eligible to become a GEC, a VLT Retailer must:
- a) meet all eligibility criteria for VLT installations (see Section 10.2);
 - b) have a current Video Lottery Retailer Agreement with the AGLC;
 - c) operate 10 VLTs at its location; and
 - d) meet facility standards specified by the AGLC.
- 11.2.3 A background investigation and audit is conducted to verify retailer eligibility (i.e., a background/due diligence investigation, see Section 11.3).

SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION

POLICIES

11.3.1 Eligible VLT Retailers are provided with a list of requirements that must be met prior to becoming a GEC. The AGLC reviews all submitted requirements for approval.

11.3.2 A thorough background/due diligence investigation is conducted to verify the eligibility of:

- a) a VLT Retailer who meets the criteria in Section 11.2.2, has been notified by the AGLC they are eligible for a GEC and applies in writing. The applicant must be:
 - i) an adult proprietor or partner who is at least 18 years of age and a Canadian citizen or lawfully admitted to Canada for permanent residence;
 - ii) a corporation, incorporated or continued by or under the Business Corporations Act, Companies Act, Societies Act, or any other enactment, or registered under Part 21 of the Business Corporations Act or Part 9 of the Companies Act (a corporation includes the officers and directors of the corporation); or
 - iii) a partner in a partnership registered in Alberta under the Partnership Act (the background of each partner will be investigated);
- b) a new operator of a location with an existing GEC;
- c) a person or entity that has acquired a financial interest in an existing GEC location [a financial interest less than five (5)% may be exempt]; and/or
- d) any other key person associated with or connected to the retailer/applicant, as determined by the AGLC, such as:
 - i) the operations manager of the GEC;
 - ii) the property manager of the GEC;
 - iii) staff working at the location;
 - iv) an individual holding any position related to the retailer/applicant's business, as specified by the AGLC;
 - v) in the case of a proprietor or partnership applicant:

SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION

- their spouse or any other person living with them in an inter-dependent relationship;
- any person related to the applicant or their spouse who is living in the same household;
- any corporation controlled by the retailer/applicant; the corporation's officers and directors and any person or entity that has a financial interest in the corporation (see Section 11.3.11);
- any corporation affiliated with a corporation controlled by the retailer/applicant, the affiliated corporation's officers and directors, and any person or entity having a financial interest in the affiliated corporation (see Section 11.3.11).

vi) in the case of a corporation applicant, or a partnership applicant where one or more of the partners is a corporation:

- any other corporation affiliated with the retailer/applicant corporation, the affiliated corporation's officers and directors; and
- any person or entity that has a financial interest in the affiliated corporation.

11.3.3 The retailer/applicant must ensure all information and documents requested by the AGLC are provided within the specified timeframe, or the application may be denied.

11.3.4 A applicant must meet all requirements for a GEC (legislative, regulatory, policy and municipal or local) to be approved. See Reasons for Refusal, below.

11.3.5 A GEC Retailer must notify the AGLC immediately of any change in financial interest, operator or key executive or staff, such as the business or property manager.

Reasons for Refusal

11.3.6 The AGLC may refuse to allow a VLT Retailer to have a GEC if the applicant or any of their staff or associates fails to pass a records check (see Section 11.3.13).

SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION

11.3.7 The AGLC may refuse to allow a VLT Retailer to have a GEC and may terminate the Video Lottery Retailer Agreement if satisfied the VLT Retailer, any of their staff or associates, or any person or entity connected to the VLT Retailer:

- a) has not acted or may not act lawfully, with honesty and integrity or in the public interest, based on their past conduct;
- b) would jeopardize the integrity or lawful conduct of provincial gaming, lottery or liquor activities;
- c) has a background, reputation and/or associations that may cause adverse publicity for the gaming or liquor industry in Alberta; or
- d) has, within the five (5) years prior to being notified of eligibility for a GEC, contravened:
 - i) the GLA or the GLR;
 - ii) a predecessor of the GLA or the GLR; or
 - iii) a condition imposed on a licence or registration issued or made under the GLA or a predecessor of the GLA.

11.3.8 The AGLC may refuse to allow a VLT Retailer to have a GEC if, within the five (5) years prior to being notified of eligibility for a GEC, the VLT Retailer, any of the retailer's staff or associates that was issued a licence or registration under the GLA, a predecessor of the GLA or a foreign authority has had the licence or registration cancelled by the issuing authority. Further, the AGLC may cancel the Video Lottery Retailer Agreement.

11.3.9 Notwithstanding Sections 11.3.6 – 11.3.8, the AGLC may refuse to allow a VLT Retailer to have a GEC.

GUIDELINES

11.3.10 The AGLC conducts background/due diligence investigations to prevent criminal interests or any person who would jeopardize the integrity of lawful gaming and liquor in Alberta from becoming involved in operating or benefiting from a GEC.

11.3.11 A corporation is controlled by a person or entity if:

SUBJECT: BACKGROUND/DUE DILIGENCE INVESTIGATION

- a) the person or entity controls, either directly or indirectly (but not by security only), securities representing more than 50% of the votes required to elect the directors of the corporation, and the votes are sufficient to elect a majority of the directors; or
- b) the person or entity has a direct or indirect influence on the corporation which, if exercised, would result in control (in fact) of the corporation.

11.3.12 A corporation is affiliated with another corporation if:

- a) one (1) of the corporations controls the other; or
- b) both of the corporations are controlled by the same person or entity.

11.3.13 A person will fail to pass a records check if the person has:

- a) at any time been charged with or convicted of:
 - i) an offence under the Criminal Code (Canada), the Excise Act (Canada), the Food and Drugs Act (Canada) or the Controlled Drugs and Substances Act (Canada); or
 - ii) an offence under a foreign act or regulation that, in the Board's opinion, is substantially similar to an offence described in Section 11.3.13a i);

that, in the AGLC's opinion, is sufficiently serious to detract from the integrity of lawful gaming, lottery and/or licensed liquor activities in Alberta; or

- b) within the five (5) years prior to the application date, been in prison serving a term of three (3) years or more.

SUBJECT: CHANGE IN FINANCIAL INTEREST OR OPERATOR

POLICIES

11.4.1 A GEC Retailer with an existing Video Lottery Retailer Agreement that proposes to allow another person or entity to acquire a financial interest [as defined in Section 1(1)(e) of the GLR] in the retailer's legal entity, business or GEC through an arrangement other than a sale, transfer or assignment must obtain AGLC approval in advance. The AGLC may:

- a) approve the proposal without conditions;
- b) approve the proposal subject to conditions;
- c) approve the proposal subject to changes to existing conditions;
or
- d) refuse to approve the proposal.

Where the AGLC refuses to approve the proposal and the GEC Retailer proceeds with the arrangement, the AGLC may cancel the Video Lottery Retailer Agreement.

11.4.2 The existing Video Lottery Retailer Agreement is terminated on the day the liquor licence is cancelled due to a change of operator.

11.4.3 Where a sale, transfer or assignment of 5% or greater interest in the part of a GEC Retailer's business (as authorized by the liquor licence) results in a change of operator, the AGLC may approve the new operator to remain as a GEC. The new operator must:

- a) meet all GEC Retailer eligibility requirements; and
- b) undergo a thorough background/due diligence investigation (see Section 11.3).

11.4.4 When the new operator is approved, the AGLC may adjust the number of VLTs.

11.4.5 New operators are responsible for the cost associated with the due diligence investigation.

SUBJECT: VLT ALLOCATION

POLICIES

11.5.1 A GEC Retailer, based on a quarterly assessment of consumer demand (see Section 10.5):

- a) may be provided additional VLTs to a maximum of 30, subject to availability and the capacity of the GEC; or
- b) may have VLTs removed as follows:
 - i) a GEC with 17 or more VLTs may have up to two (2) VLTs removed;
 - ii) a GEC with 16 VLTs may have one (1) VLT removed; and
 - iii) a GEC with 15 VLTs may have five (5) VLTs removed. In this case, the location will no longer be considered a GEC (see Section 10).

SUBJECT: PHYSICAL LAYOUT AND OPERATING REQUIREMENTS

POLICIES

11.6.1 A VLT Retailer must submit design plans for a GEC to the AGLC Gaming Products and Services Division for approval in advance.

11.6.2 A GEC must have:

- a) a designated VLT gaming area;
- b) a cashier area;
- c) a bar;
- d) a dining area with table service that meets the food service requirements of a Class A Minors Allowed licence (see subsection 5.4). Full-menu dining service must be available to patrons until 11 p.m.;
- e) an entrance area;
- f) closed-circuit television (CCTV) cameras;
- g) a secured CCTV monitoring area/room;
- h) a secured CCTV DVR storage area/room;
- i) washrooms (preferably located within the GEC or next to it); and
- j) at least three (3) other types of entertainment for patrons that comply with the Entertainment and Games Schedule or are otherwise approved by the AGLC (e.g., billiards, television viewing, amusement games, etc.; see subsection 5.10).

11.6.3 The floor area of a GEC must be allocated as follows:

- a) at least 2.3 sq. metres (25 square feet) for each VLT within the VLT gaming area; and
- b) At least 60 % of total usable floor space for public use outside the VLT gaming area (i.e., dining area, bar, entrance, cashier area, etc.).

Note: Do not include hallways, kitchen(s), washrooms and any other "back of house" areas in this calculation.

11.6.4 Additional structural requirements for a GEC are:

SUBJECT: PHYSICAL LAYOUT AND OPERATING REQUIREMENTS

- a) minimum of 4.5 metres (15 feet) between a VLT and the nearest Automated Teller Machine (ATM);
- b) minimum ceiling height of three (3) metres (10 feet) above the VLT gaming area;
- c) electrical requirements for VLTs and Supplied Equipment are outlined in section 10.3.14; these electrical outlets must not be accessible to players or other patrons ;
- d) adequate lighting for the safety of players and staff and to ensure proper viewing by security cameras;
- e) kitchen in the same facility as the GEC (not necessarily within the GEC itself) and accessible to GEC dining staff;
- f) VLT gaming area in plain view of the entrance and cashier area; and
- g) easily accessed, clearly marked entrance to the GEC from the outside and/or the building lobby.

11.6.5 VLTs must not be readily visible from outside the GEC.

11.6.6 There must be no direct access to a GEC from an adjacent licensed premise.

11.6.7 The physical layout of a GEC must also comply with Class A Minors Prohibited licence requirements (see subsection 3.2).

11.6.8 The written approval of the AGLC is required for all new construction or renovation to a VLT location (see subsection 10.8). Any construction or renovation undertaken without AGLC approval or before the retailer background/due diligence investigation is completed (see subsection 11.3) is done at the retailer's own risk.

GUIDELINES

11.6.9 If the approved physical layout is changing due to renovation plans, the GEC Retailer will be required to submit renovation design plans to the AGLC for approval prior to commencing the renovations (see Section 10.8).

SUBJECT: HOURS OF OPERATION

POLICIES

- 11.7.1 A GEC must be open to the public for a minimum of 14 hours per day, Monday through Sunday, except statutory holidays. Maximum hours are the same as for a VLT location (see subsection 10.11).
- 11.7.2 Any change in operating hours must be approved in advance by the AGLC.

SUBJECT: STAFFING REQUIREMENTS

POLICIES

11.8.1 At least one (1) staff member must be available to pay VLT cash-out tickets during operating hours to serve VLT players and non-gambling patrons.

GUIDELINES

11.8.2 VLT staff training requirements are described in Section 10.12.

SUBJECT: SECURITY STANDARDS

POLICIES

- 11.9.1 A GEC Retailer must have a surveillance plan which includes:
- a) a floor plan of the gaming and cashier area of each location, showing the placement of all surveillance equipment; and
 - b) a description of the surveillance equipment and its capabilities for each location, including the types of activities that are recorded and the periods of time for which the recordings of activities are kept.
- 11.9.2 A GEC Retailer must notify the AGLC Hotline (see Section 10.23) if they suspect, or have evidence of, the following:
- a) cheating at play;
 - b) theft by patrons or staff;
 - c) robbery or attempted robbery in the GEC;
 - d) passing of counterfeit currency;
 - e) any breach of security or procedures; or
 - f) other activity which is inconsistent with or in violation of the Video Lottery Retailer Agreement.
- 11.9.3 Any video or digital recordings related to the activities listed in Section 11.9.2 must be retained until directed otherwise by an AGLC Investigator/Inspector.

Closed Circuit Television (CCTV) System Requirements - General

- 11.9.4 The GEC Retailer shall provide a colour CCTV (closed circuit television system) that has:
- a) A closed circuit colour TV camera system with all cameras linked to a secure area such as a secure office or lockable cabinet. Other links within the GEC can only be made to this secure area with AGLC approval.
 - b) Each video camera shall be installed in a manner that will prevent it from being readily obstructed, tampered with or disabled.
 - c) All cameras dedicated to the VLT gaming area must be enclosed in ceiling domes;

SUBJECT: SECURITY STANDARDS

d) All cameras must be linked to video recorders direct or via quad or matrix switchers and be recorded in real time (30 images per second) with date and time generation. Digital recording units must meet the following minimum standards:

- the digital video recording device (DVRD) shall record at 30 images per second per camera with a minimum pixel image common interchange format (CIF) recording;
- the DVRD shall provide for seven (7) days continuous storage for each and all cameras attached to it in the VLT gaming floor area;
- the DVRD may house a built-in Security Data Container (SDC) or utilize external storage devices such as a Network Attached Storage (NAS) device or Redundant Array of Independent Disks (RAID) attached storage; and
- the DVRD shall be capable of archiving information data to a CD, DVD or Flash Drive in compressed, authenticable format. A viewing or playback tool must also be available to review this video, as well as a method for ensuring the authenticity of the video excerpt.

11.9.5 The use of a Wi-Fi network within the GEC must be approved by AGLC. This network must be for non-gaming purposes, such as in the administrative office (e.g. staff use a wireless network for laptops, printers, scanners etc.).

11.9.6 Cameras dedicated to the VLT gaming area must be capable of being viewed full screen on a 19 inch or larger colour monitor. No public viewing is allowed.

11.9.7 All equipment must be maintained and be in proper working order. The AGLC must be notified if CCTV coverage falls below these minimum standards.

Camera Requirements

11.9.8 The minimum ratio of cameras to VLTs in a GEC is one (1) camera per three (3) VLTs, unless otherwise authorized by the AGLC.

11.9.9 Cameras must:

- a) have a minimum of 480 lines resolution; and

SUBJECT: SECURITY STANDARDS

- b) be positioned to:
 - i) provide surveillance of all VLT machines;
 - ii) avoid any blind spots (areas without surveillance) in the VLT gaming area; and
 - iii) allow clear identification of staff, players and other patrons.

11.9.10 A dedicated camera must be installed so there is complete full time coverage of each entry/exit (not required for “emergency only” exits) with sufficient clarity to identify the individuals entering or leaving the premise.

11.9.11 A dedicated camera is required overhead of the cashier’s area and supplemented by one or more secondary cameras to capture an unobstructed view that allows for clear identification of the patrons.

11.9.12 Cameras may be recorded with time lapse or with motion sensitive activation (minimum of 15 images per second) when the GEC is not open.

SUBJECT: SIGNAGE, ADVERTISING AND PROMOTIONS

POLICIES

11.10.1 A GEC must be clearly identified at each entrance/exit with signs provided by the AGLC.

11.10.2 A GEC Retailer must post the following signs provided by the AGLC:

- a) "Responsible Gambling";
- b) VLT Rules of Play";
- c) "Video Surveillance" poster;
- d) "Robbery Procedures" (for the information of staff only, to be posted in an area out of public view);
- e) height markers at each entrance/exit, for security purposes; and
- f) any other information the AGLC may provide to a Retailer for posting.

11.10.3 A GEC Retailer must provide and post the following signs:

- a) "Minors Prohibited" (at all entrances/exits);
- b) Hours of Operation ; and
- c) Cashier area.

11.10.4 Failure to post signs as directed by the AGLC may result in penalties up to and including termination of the Video Lottery Retailer Agreement and the removal of the VLTs and Supplied Equipment.

11.10.5 Proposed advertising or promotional materials must be approved in advance by the AGLC. GEC Retailer advertising must be limited to the message VLTs are available for play at the location. Any advertising or promotional materials that appear to encourage VLT play are not allowed.

11.10.6 Advertising or promotional material that refer to VLTs as slot machines or the GEC as a casino are prohibited.

11.10.7 Advertising and/or promotional materials used without AGLC approval will be removed. The GEC Retailer may also face penalties up to and including termination of the Video Lottery Retailer Agreement and the removal of the VLTs and Supplied Equipment.

SECTION: GAMING ENTERTAINMENT CENTRES

NUMBER: 11.10

LICENSEE HANDBOOK

PAGE 2 OF 2

SUBJECT: SIGNAGE, ADVERTISING AND PROMOTIONS

GUIDELINES

11.10.8 GEC Retailers requiring any of the signage or notices specified in Sections 11.10.2 and 11.10.3 should contact the AGLC Hotline (see Section 10.23).

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SUBJECT: VIOLATION OF AGLC POLICIES

POLICIES

11.11.1 Violation of AGLC policies and guidelines may result in any of the following:

- a) Termination of the Video Lottery Retailer Agreement by the AGLC with or without cause.
- b) Election to remove one or more VLTs.
- c) Suspension of the Video Lottery Retailer's ability to operate the Supplied Equipment.

The GEC Retailer will receive written notice from the AGLC of the violation and penalty.

11.11.2 A GEC Retailer whose Video Lottery Retailer Agreement is terminated is ineligible to re-apply for VLTs where the violation occurred for a minimum of six (6) months.

11.11.3 Any application received from an applicant specified in Section 11.11.2 will be considered a new application and will only qualify for three (3) VLTs as outlined in Sections 10.5.4 and 10.5.5.

SUBJECT: GENERAL INFORMATION

POLICIES

- 12.1.1 A licensee must give AGLC Inspectors full and unrestricted access to the licensed premises at any reasonable time (i.e., during regular business hours or at another time when people are present).
- 12.1.2 A licensee and their staff must not interfere in any way with AGLC Inspectors performing their duties. The licensee is required to cooperate fully, including answering all reasonable questions regarding the management and operation of the licensed premises.
- 12.1.3 A licensee must allow AGLC Inspectors and officials to examine and make copies of all liquor and gaming records, and if necessary, to remove records from the licensed premises for further review.
- 12.1.4 When an AGLC Inspector finds a licensee in contravention of the GLA, the GLR or Board policy, the Inspector may request the licensee take appropriate steps to comply with the legislation or policy.
- 12.1.5 Any alleged violation observed by an AGLC Inspector, or a report of potential problems received from police, fire, health, other government official or the general public, will be investigated and may result in an Incident Report (see Section 13.1).

GUIDELINES

- 12.1.6 AGLC Inspectors visit licensed premises to:
- a) check for compliance with the GLA, GLR and Board policies;
 - b) confirm no structural changes have been made to the premises affecting compliance with the licence;
 - c) advise licensees who want to apply for a new class of licence, a licence endorsement or a licence extension;
 - d) investigate complaints;
 - e) conduct audits on licensee books and records;
 - f) conduct training seminars; and
 - g) respond to licensee concerns about the operation of the licensed premises.
- 12.1.7 Inspections provide licensees with an opportunity to discuss with AGLC Inspectors:

SUBJECT: GENERAL INFORMATION

- a) proposed structural changes;
- b) sale of the licensed premises;
- c) change in shareholders or management; and/or
- d) any questions they might have about the GLA, the GLR and Board policies.

12.1.8 All AGLC Inspectors carry photo identification while on duty. A licensee may ask to see an Inspector's identification before providing any information.

12.1.9 AGLC Inspectors are available to meet with licensees to assist them in the interpretation of legislation and Board policies; however, Inspectors may report any violations they observe to the Board.

12.1.10 The AGLC supports and encourages police "walk through" programs. Every police officer is considered an Inspector under the GLA, and licensees and their staff are required to cooperate fully with police officers who enter the licensed premises.

SUBJECT: LIQUOR SEIZURE AND ANALYSIS

POLICIES

- 12.2.1 Unauthorized or illegal liquor is not permitted in a licensed premise.
- 12.2.2 Unauthorized or illegal liquor includes, but is not limited to, liquor that has been:
- a) obtained from an unauthorized source;
 - b) Adulterated (diluted with water or mixed with another liquor product or substance not requested by a patron);
 - c) re-labelled by a licensee; or
 - d) provided to a licensee as an added-value item then offered for sale.
- 12.2.3 Any unauthorized or illegal liquor products found in a licensed premise will be seized immediately.
- 12.2.4 An Inspector will submit an Incident Report (see Section 13.1) which may result in disciplinary action, up to and including suspension or cancellation of licence.

GUIDELINES

- 12.2.5 Seized liquor is noted by the Inspector on a Liquor Seizure Receipt form (REG/5154) and removed from the licensed premises. The licensee is required to witness the form.
- 12.2.6 The liquor may be analyzed to confirm it has not been adulterated and that "short pouring" of mixed drinks is not taking place.
- 12.2.7 An Inspector may occasionally take liquor samples from a licensed premise for analysis. If tests suggest the liquor has been adulterated, additional samples will be taken.

SUBJECT: INCIDENT REPORTS

GUIDELINES

- 13.1.1 An AGLC Inspector who observes an alleged violation may prepare an Incident Report detailing the circumstances.
- a) The Incident Report will be dated when all evidence has been obtained and the investigation is finalized.
 - b) A copy of the Incident Report will be hand-delivered or mailed to the licensee within 17 working days of the date it is finalized.
 - c) If a licensee or manager is not on the licensed premises when an Inspector observes the alleged violation, or when a covert undercover (secret) inspection is carried out, the Inspector will attempt to notify the licensee, manager or employee in charge within two (2) working days of completing the Incident Report.
- 13.1.2 The Chief Executive Officer or delegate may propose a penalty or refer the Incident Report to the Board for review and decision where circumstances warrant (see Section 13.2).
- 13.1.3 On reviewing an Incident Report, the Board may decide to impose a penalty with or without a hearing (see Sections 13.2 and 13.3).

SUBJECT: NOTICE OF PENALTY

POLICIES

Board-Imposed Penalties

13.2.1 The Board may discipline a licensee for alleged violation(s) by imposing a penalty. Under Section 91(2) of the GLA, the Board may do any of the following without a Board hearing:

- a) issue a warning;
- b) impose conditions on a licence or remove or change the existing conditions on a licence;
- c) impose a fine on a licensee of up to \$200,000 and refuse to issue or reinstate a licence until the fine is paid; and/or
- d) suspend or cancel a licence.

13.2.2 Where the Board imposes a penalty without a hearing, the licensee will receive written notice and related documentation including, but not limited to:

- a) a copy of the Incident Report;
- b) the Penalty Guidelines; and
- c) a Waiver of Board Hearing Witnesses form.

13.2.3 Where the Board imposes a penalty without a hearing and the licensee requests a hearing, it will be scheduled within sixty (60) days.

13.2.4 Where the Board determines a hearing is warranted, the licensee will receive written notice and related documentation including, but not limited to:

- a) the Notice of Hearing letter;
- b) a copy of the Incident Report;
- c) the Penalty Guidelines; and
- d) the Waiver of Board Hearing Witnesses form.

Penalties Imposed by the CEO

13.2.5 Under Section 17(1) of the GLA, the Board may delegate the Chief Executive Officer (CEO) to:

- a) issue a warning;

SUBJECT: NOTICE OF PENALTY

- b) impose conditions on a licence or remove or change the existing conditions on a licence; or
- c) impose administrative sanctions, including fines and suspensions.

13.2.6 The CEO may sub-delegate authority to:

- a) issue a warning;
- b) impose conditions; or
- c) impose administrative sanctions.

13.2.7 Where the CEO imposes an administrative sanction, the licensee will receive:

- a) a Notice of Administrative Sanction including, as applicable, the amount of the fine and payment due date(s);
- b) a Consent to Administrative Sanction form;
- c) a copy of the Incident Report;
- d) the Penalty Guidelines (attached); and
- e) the Waiver of Board Hearing Witnesses.

13.2.8 On receiving a Notice of Administrative Sanction and supporting materials, a licensee may respond in one of the following ways:

- a) Accept the Incident Report as written and the administrative sanction. The licensee must return the completed consent form (see Section 13.2.7b) to the AGLC within fourteen (14) calendar days of the date on the notice (no Board hearing will be held).
- b) Accept the Incident Report, but proceed with a Board hearing to dispute the administrative sanction (see Section 13.3). The licensee must sign and return the Waiver of Board Hearing Witnesses.
- c) Dispute the Incident Report and proceed with a Board hearing (see Section 13.3).

Seized Liquor

13.2.9 A licensee who consents to a penalty imposed by the Board or the CEO forfeits (gives up) any seized liquor to the AGLC for destruction.

SECTION: LICENSEE DISCIPLINE

NUMBER: 13.2

LICENSEE HANDBOOK

PAGE 3 OF 3

SUBJECT: NOTICE OF PENALTY

13.2.10 The Board has established administrative sanctions for specific violations. Penalties may vary from the listed sanctions at the discretion of the Board, depending on the circumstances of the violation (amended June, 2015).

DATE ISSUED: June 1, 2015

AUTHORITY: Original signed by
Susan Green

SUBJECT: BOARD HEARINGS

POLICIES

13.3.1 A Board will schedule a hearing when:

- a) the Board decides to convene a hearing rather than proceeding to consider the matter without a hearing;
- b) a licensee receives notice of a penalty imposed by the Board or the CEO, and the licensee requests a hearing; or
- c) a licensee receives notice of a proposed administrative sanction from the CEO and the licensee does not return a completed Consent to Proposed Specified Penalty form within 14 calendar days.

13.3.2 A licensee may waive a requirement for AGLC witnesses by completing a Waiver of Hearing Witnesses form (REG/5191):

- a) By signing the Waiver form, the licensee accepts the Incident Report as written and waives the need to call AGLC witnesses (see Section 13.2.7). After a waiver is signed, the licensee may not call any witnesses with respect to facts in the Incident Report. The licensee may, however, call witnesses on the subject of the penalty.
- b) A licensee who signs the waiver form is not required to personally attend the Board hearing. They may submit a written presentation to the Board if they wish.
- c) Whether or not the licensee signs the waiver form, witnesses may be called by the Hearing Panel, licensee and/or the Regulatory Division on matters not covered in the Incident Report.

13.3.3 As a result of a hearing, the Board may decide to:

- a) find the alleged infraction occurred and impose a penalty;
- b) dismiss the allegation;
- c) confirm a previous imposed penalty;
- d) amend or alter the original decision with a new decision; or
- e) cancel the original decision.

SUBJECT: BOARD HEARINGS

13.3.4 The Hearing Panel must provide the licensee with a written copy of the hearing results and its reasons for confirming, changing or cancelling the original decision.

Non-Disciplinary Matters

13.3.5 Under Section 91(4) of the GLA, any licensee who disagrees with a Board decision has the right to request a hearing before the Board. This includes a Board decision unrelated to a disciplinary matter, such as an application for a licence extension or conditions imposed on a licence. The licensee must apply for the hearing in writing within 30 days of receiving notice of the Board's decision. The application must describe the issue and provide the licensee's reasons for requesting the hearing. A Board hearing will be scheduled within 60 days of receiving a licensee's application. The licensee may attend the hearing and make representations to the Hearing Panel.

SUBJECT: FORMS

GUIDELINES

- 14.1 Video Lottery Retailer Application – FORM GPS/6628
- 14.2 Pre-Authorized Debit (PAD) – FORM CS/258
- 14.3 Certificate of Insurance – FORM GPS/6584
- 14.4 Credit Evaluation Information – FORM LOT/6555 (used if applying for credit)
- 14.5 Video Lottery Retailer Agreement – FORM GPS/6620
- 14.6 Video Lottery Site plan – FORM GPS/6559
- 14.7 Site Electrical Requirements (for new installations only) – FORM GPS/6614
- 14.8 Amendment to Retailer Master File/Agreement Ticket/Video Lottery FORM GPS/6565
- 14.9 Sellers Notification – Change of Operator – FORM GPS/6616
- 14.10 Buyers Notification – Change of Operator – FORM GPS/6618

SUBJECT: FORMS

- 14.21 Credit Evaluation Information – FORM LOT/6555 (used if applying for credit)
- 14.22 Video Lottery Retailer Agreement – FORM GPS/6620
- 14.23 Video Lottery Site plan – FORM GPS/6559
- 14.24 Site Electrical Requirements (for new installations only) – FORM GPS/6614
- 14.25 Amendment to Retailer Master File/Agreement Ticket/Video Lottery FORM GPS/6565
- 14.26 Sellers Notification – Change of Operator – FORM GPS/6616
- 14.27 Buyers Notification – Change of Operator – FORM GPS/6618

2. In return for the considerations noted above _____
agrees to: (Supplier/Agency)

A. Provide _____

B. Conduct _____

C. Attach _____

D. Other (specify) _____

Conditions and Understanding:

Both Parties to this agreement acknowledge and agree that all benefits realized by way of this Agreement must be directed at and received by customers/consumers **only**.

This Agreement shall not, whether written or implied, exclude the purchase, sale, storage or displaying of a competitors similar type or class of liquor product(s).

Both Parties agree to maintain, on site, certifiable copies of this Buy/Sell Agreement and any related documents. All such documents must be available and provided, without delay, when requested by an employee of the Alberta Gaming and Liquor Commission.

This Agreement and its contents have been read and are fully understood.

Authorized Signatory (please print clearly):

_____ and _____
(Liquor Supplier/Liquor Agency) (Licensee)

_____ (Name and Position/Title) _____ (Name and Position/Title)

_____ (Signature) _____ (Signature)

Dated this _____ day of _____, 20 _____

at _____, Alberta.

VIDEO LOTTERY RETAILER APPLICATION

NEW INSTALLATION **CHANGE OF OPERATOR**

Class 'A' Minors Prohibited Liquor License #: _____

Note: The application and issuing of a retailer agreement is subject to Alberta Gaming and Liquor Commission approval. Non-approval voids the application.

Complete All Sections (please print)

I. RETAIL LOCATION (PREMISE)

Location Name: _____

Room Name (if applicable): _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Legal land description if rural location: _____

Phone #: _____ Fax #: _____ E-mail: _____

II. MANAGER(S) / ASSISTANT MANAGER(S) / ON-SITE CONTACT(S)

Name	Title

III. HOURS OF OPERATION (for the VLTs)

You may have different operating hours at your location for each day of the week.

(24-Hour Clock)	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open							
Close							

IV. REGISTERED COMPANY (LEGAL ENTITY) OPERATING THE LOCATION

Corporate Name: _____

Mailing Address (if different than retail location): _____

City: _____ Province: _____ Postal Code: _____

Phone #: _____ Fax #: _____ E-mail: _____

V. DIRECTOR(S) / SHAREHOLDER(S) / SIGNING AUTHORITIES

List Director(s)/Shareholder(s) who have signing authority for the registered company above:

Name	Title	Home Phone #	Cell #

Does the above Registered Company currently have, or has it ever had a Lottery Ticket Centre Retailer Agreement or a Video Lottery Retailer Agreement? Yes No

If yes, please provide Retailer name and number: _____

Consent for Credit Check

The applicant authorizes the Alberta Gaming and Liquor Commission to obtain credit or general information reports about the applicant or any partner, officer or shareholder of the applicant which may assist the Alberta Gaming and Liquor Commission.

Note: In the event that a community, which does not currently offer VLTs makes application for VLTS, the AGLC will consider, among other factors, support or lack of support whether in the form of a plebiscite or otherwise when deciding whether to place VLTs in a community and may deny VLTs in that community if, in the AGLC's opinion, the community does not support the installation.

Misrepresentation or failure to reveal information may be deemed cause for refusal or revocation of an agreement and/or possible criminal prosecution.

Date: _____

Authorized Signature: _____

Print Name: _____

The information you are providing on this application form is collected under the authority of the *Gaming and Liquor Act*, Gaming and Liquor Regulation, and the *Freedom of Information and Protection of Privacy (FOIP) Act*, section 33(c). This information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing your eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta
T8N 3T5
Telephone: 780-447-8600 Toll-free: 1-800-272-8876

PRE-AUTHORIZED DEBIT (PAD) AGREEMENT FOR BUSINESS (VIDEO LOTTERY RETAILER)

1. Retailer Information

Retailer's Corporate Name

Location Name

--	--	--	--

Retailer Number

2. Retailer Bank Account Information*

Financial Institution Name (the "Bank")

Branch Name

Branch Address

City, Province, Postal Code

**This information can be obtained from your bank branch.*

Bank Number		

Transit Number				

Account Number											

3. Pre-Authorized Debit (PAD) Agreement

In consideration for Alberta Gaming & Liquor Commission (AGLC) entering into a retailer agreement with the Retailer, the Retailer hereby authorizes AGLC to debit the account identified above for the **invoiced variable amount** owed to AGLC by the Retailer under such retailer agreement. Each debit by the Bank shall be the same as if the undersigned had personally issued a cheque (or order) in favor of AGLC. Any delivery of this Authorization to the Bank constitutes delivery by the Retailer. The Retailer agrees to give advance written notice to AGLC of any change with respect to the account against which Pre-Authorized Payments are to be drawn.

This agreement and the Authorization shall remain in full effect until it is revoked or until such time as there is no retailer agreement in force with AGLC or until AGLC no longer employs this arrangement, for whatever reason, for receipt of payments from the Retailer. This agreement applies only to the method of payment between the Retailer and AGLC. This agreement does not affect the retailer agreement or any other contract respecting goods or services between the Retailer and AGLC. The Retailer may revoke its authorization at any time for this payment method, subject to providing notice of 30 days to AGLC.

The Retailer has certain recourse rights if any debit does not comply with this Agreement. For example, the Retailer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, a sample cancellation form, or further information on right to cancel a PAD Agreement, contact any financial institution or visit www.cdnpay.ca.

The undersigned Retailer hereby agrees to waive the 10 day pre-notification requirement as set out in the Canadian Payment Association - Rule H1. This authority is to remain in full effect until such time as the Video Lottery Retailer Agreement is terminated by the AGLC, or the Retailer requests termination in writing of the Video Lottery Retailer Agreement, or until the AGLC no longer employs this arrangement, for whatever reason, for receipt of payments from the Retailer.

Dated this ____ day of _____, 20__

Per: _____ Name/Title: _____
Sign Name Print Name and Title

Per: _____ Name/Title: _____
Sign Name Print Name and Title

Bank Account Verification Form to verify Bank Account Signatory/ies is required.

CERTIFICATE OF INSURANCE

(Only this Certificate will be accepted)

NAME AND ADDRESS OF INSURED: _____

 NAME AND ADDRESS OF PREMISES TO BE INSURED: _____

 NAME AND ADDRESS OF AGENT/BROKER: _____

SCHEDULE OF COVERAGE	INSURANCE COMPANY	POLICY NUMBER	EFFECTIVE DATE MM/DD/YY	EXPIRY DATE MM/DD/YY
A. General Liability	_____	_____	_____	_____
B. Property Insurance	_____	_____	_____	_____

PARTICULARS OF COVERAGE – COMPLETE EACH CATEGORY AS COVERAGE APPLIES (details on back page)

A. GENERAL LIABILITY - The following coverage features are **mandatory** for Electronic Bingo Retailers, Video Lottery Retailers and **recommended** for Lottery Ticket Retailers.

Please check to confirm coverage:

Limits of Liability

Employees as Additional Insureds Personal Injury \$ _____ Inclusive Limits

B. PROPERTY INSURANCE - The following coverage features are **mandatory** for all Retailers.

Limit of insurance exclusive for AGLC Supplied Equipment and Fixtures: \$ _____

Please check to confirm coverage:

All Risk/Broad Form Coverage Replacement Cost

Alberta Gaming and Liquor Commission is Loss Payable on all Supplied Equipment and Fixtures provided by the AGLC.

The undersigned hereby represents to Alberta Gaming and Liquor Commission that the above policies are accurately described and have been issued to the Named Insured. The undersigned further represents that these policies are endorsed to provide thirty (30) days advance written notice of cancellation or material change restricting coverage to:

Alberta Gaming and Liquor Commission, 50 Corriveau Avenue, St. Albert AB T8N 3T5

This certificate is executed and signed by the insurer, or authorized Agent/Broker:

_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE	_____ INSURANCE COMPANY OR AGENT/BROKER
_____ PRINTED NAME OF AUTHORIZED REPRESENTATIVE	_____ TELEPHONE
	_____ DATE
	_____ FAX

AGLC as Loss Payable

The insurance policy must identify the Alberta Gaming and Liquor Commission (AGLC) as a Loss Payable with respect to all Supplied Equipment and Fixtures.

REQUIREMENTS FOR ALL

General Liability

- ◆ Commercial General Liability – not less than \$2,000,000 inclusive per occurrence against bodily injury and property damage including loss of use thereof. Such insurance shall include employees as additional insureds and personal injury.

Property Insurance

- ◆ Property Insurance is required for all Video Lottery Terminals (vlts), Lottery Ticket Terminals, Slots, Event Management Systems (EMS), Electronic Bingo Equipment, and signs and fixtures provided by the AGLC. Coverage shall be on an All Risk/Broad Form and Replacement Cost basis, and the AGLC shall be added as a Loss Payable.

NOTE: Terminal insurance does not include any cash in the terminals. The retailer is responsible for all cash in the terminals under their Retailer Agreement.

Thirty (30) days advanced written notice of cancellation or material change restricting coverage to your insurance policy must be given to AGLC.

VIDEO LOTTERY REQUIREMENTS

Breakdown of Property:

- ◆ \$25,000 per vlt
- ◆ \$2,500 i-LINK™
- ◆ AGLC Communication Hardware
 - \$1,200 (1 – 6 vlts)
 - \$2,400 (7 – 10 vlts)
 - \$3,600 (15 – 18 vlts)
 - \$4,800 (19 – 24 vlts)
 - \$6,000 (25 – 30 vlts)
- ◆ \$2,000 Telus Communication Equipment
- ◆ \$800 Cabling

ELECTRONIC BINGO REQUIREMENTS

- ◆ \$3,950 per SQL Server (server, monitor, keyboard and UPS)
- ◆ \$1,255 per Client (POS or Caller) Station (CPU workstation, touchscreen monitor and UPS)
- ◆ \$500 per thermal printer
- ◆ \$1,048 per laser printer
- ◆ \$10,000 network cabling cabinet
- ◆ \$9,000 - \$20,000 LAN wiring
- ◆ \$200 per data switch
- ◆ \$400 Gecko network switch
- ◆ \$1,575 per fixed base unit (Gecko)

LOTTERY TICKET REQUIREMENTS

- ◆ \$10,000 for ticket terminal and related equipment

KENO REQUIREMENTS

- ◆ \$10,000 for ticket terminal and related equipment
- ◆ \$900 per TV
- ◆ \$395 for TVCU (controller)
(Note: If a ticket terminal already exists, \$395 plus \$900 per TV additional insurance is required for KENO)

Use of Information

The information you provide on this form is collected under the authority of the Gaming and Liquor Act, Gaming and Liquor Regulation, and the Freedom of Information and Protection of Privacy (FOIP) Act, section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, AB T8N 3T5
Telephone: 780-447-8600 Toll-free: 1-800-272-8876
Fax: 780-447-8910



FOR OFFICE USE ONLY

Video Ticket

ID Number

CREDIT EVALUATION INFORMATION

Forward to the attention of: Retail Networks Fax # 780-447-8910

To be completed when applying for Credit Evaluation. An evaluation will only be done if able to provide two years of comparative financial statements of the company (applicant) you are applying under.

Information provided must be on the company account that has been utilized for more than 12 months.

APPLICANT INFORMATION AND APPROVAL TO RELEASE INFORMATION

Corporate Name: _____

Operating As: _____

Applicant Name: _____

Address: _____

Applicant Authorized Signature

Telephone: _____ Fax: _____

_____ Date

FINANCIAL INSTITUTE INFORMATION (to be completed by a financial institution utilized for more than 12 months)

Bank Name: _____

Address: _____

Branch Contact

Telephone: _____ Fax: _____

Institution Representative Signature

DEPOSITS AND OVERDRAFTS

_____ Date Account Opened (min. 12 months)

Account Number	Outstanding Amount	Balance	Number of NSF's in Past 12 Months
_____	_____	_____	_____
_____	_____	_____	_____

BANK LOANS

Original Loan Amount	Outstanding Amount	Status (current, arrears)	Collateral
_____	_____	_____	_____
_____	_____	_____	_____

Declaration

The Alberta Gaming and Liquor Commission will use the above provided information at its own risk. We hereby release the above Financial Institution from any loss or injury that may arise from the use of this information.

Please be aware that your bank may levy a service charge for providing the Alberta Gaming and Liquor Commission with this information, and that you are responsible for these charges.

Please fax completed form to: 780-447-8910

The information you are providing on this application form is collected under the authority of the *Gaming and Liquor Act*, Gaming and Liquor Regulation, and the *Freedom of Information and Protection of Privacy (FOIP) Act*, section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission in assessing your eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, AB T8N 3T5

Telephone: 780-447-8600
Toll-Free: 1-800-272-8876

VIDEO LOTTERY RETAILER AGREEMENT

PARTIES TO THE AGREEMENT:

ALBERTA GAMING AND LIQUOR COMMISSION, (the "AGLC")

and

(the "Video Lottery Retailer")

Preamble:

- Pursuant to Section 207 of the *Criminal Code* R.S.C. 1985, c.C-46, it is lawful for the Province of Alberta to conduct and manage lottery schemes;
- Pursuant to the provisions of the *Gaming and Liquor Act* (Alberta), the AGLC has been authorized by the Province of Alberta to conduct and manage video lotteries, in the Province of Alberta; and
- Subject to certain terms and conditions, the AGLC has agreed to install one or more Video Lottery Terminals together with certain related Fixtures and signs within or about the Video Lottery Retailer's Premises as described in the Video Lottery Retailer Information Schedule A.

THE PARTIES agree as follows:

1. **Distribution:** Subject to the terms and conditions contained in this Agreement, the AGLC has agreed to install one or more VLTs, together with certain related Fixtures and signs within or about the Video Lottery Retailer's business Premises described in the Video Lottery Retailer Information Schedule A.
2. **Schedules:** The following schedules, as they may be amended from time to time, form part of and are incorporated as integral parts of this Agreement and any obligations or rights set out in such schedules form part of the Agreement as if they were fully set out in the main body of this Agreement:

<i>Label</i>	<i>Schedule:</i>	<i>Version of Schedule Applicable at Signing*</i>
A	Video Lottery Retailer Information	A01
B	Video Lottery Retailer Obligations	B01
C	General Terms	C01
D	Termination & Liability	D01

**Note: Copies of the current applicable version of each of these schedules can be obtained by contacting the AGLC.*

3. **Video Lottery Retailer Obligations:** The Video Lottery Retailer agrees to perform the promises and covenants set out in the Video Lottery Retailer Obligations Schedule B.
4. **The AGLC's Obligations:** In consideration of all the services to be performed by the Video Lottery Retailer under this Agreement, the AGLC agrees that it will:
 - (a) provide VLTs for installation in the Premises. The number and type of VLTs provided by the AGLC will be in accordance with policies established by the AGLC from time to time. In the event of changes in policy regarding the allocation of VLTs, the AGLC may adjust the number or type of VLTs provided to the Premises;
 - (b) pay for the initial installation of internal data lines and VLTs;
 - (c) pay for rental charges of data communications services required for the operation of the VLTs;
 - (d) provide and install Supplied Equipment and provide point of sale material and such other promotional materials as the AGLC may from time to time determine to be appropriate; and
 - (e) provide supplies which the AGLC deems necessary for the Video Lottery Retailer's performance of this Agreement.
5. **Ownership of Supplied Equipment:** The Video Lottery Retailer agrees that the Supplied Equipment and anything provided by the AGLC is the sole property of the AGLC and may be removed by the AGLC at any time. The Video Lottery Retailer is a bailee only of the Supplied Equipment and has no property interest in it.
6. **Prevailing Facts and Records:** In the event of any inconsistency between any records generated by the Video Lottery Retailer, by the VLTs or by the Central Computer System, the final record will in each case be determined by the information and records generated by the Central Computer System and the Video Lottery Retailer will be bound thereby and account to the AGLC on the basis of information generated by the Central Computer System.

7. **Amendment of Agreement by the AGLC:** The parties agree that the AGLC has the right, in its discretion and at any time, to unilaterally amend, revise or supplement the terms of this Agreement (including but not limited to replacement of any Schedule to this Agreement) provided that:
- (a) no such amendment, revision or supplementation will take effect under the Agreement as against the Video Lottery Retailer until the later of:
 - (i) seven (7) days after notice of such amendment, revision or supplementation has been given to the Video Lottery Retailer; or
 - (ii) the date specified in such notice on which the amendment will take effect.
 - (b) for greater certainty, if the Video Lottery Retailer has not served notice of termination of the Agreement, any use by the Video Lottery Retailer of the Supplied Equipment at any time after the latter date determined under Section 7(a) shall conclusively be deemed to be agreement to and acceptance of the said amendment, revision or supplementation by the Video Lottery Retailer.

NOTWITHSTANDING THE DATE OF EXECUTION, the parties have made this Agreement

effective _____
Date

ALBERTA GAMING AND LIQUOR COMMISSION

Per: _____

Name: Niaz Nejad
Vice President, Lottery and Gaming
Lottery and Gaming Services

VIDEO LOTTERY RETAILER

VIDEO LOTTERY RETAILER

Witness Signature

Per: _____
Video Lottery Retailer Signature

Print Name: _____

Name: _____

Head Office Address of Retailer

Video Lottery Retailer Agreement
Video Lottery Retailer Information Schedule "A" (Version Number: A01)

Effective Date of Schedule: July 1, 2012

This schedule sets out the particulars of the Video Lottery Retailer's Premises for the Agreement and is incorporated by reference into the Video Lottery Retailer Agreement with . This schedule may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

VIDEO LOTTERY RETAILER INFORMATION:

Address for Service of Video Lottery Retailer under Agreement:

Mailing Address:

Phone Number:

Facsimile Number:

Email Address:

Signatory:

Note: Information for the Video Lottery Retailer or the Premises may be changed by giving notice of the change to AGLC under section C9.

Retailer Number:		Civic Address:	
Premises Name:			

Video Lottery Retailer Agreement
Video Lottery Retailer Obligations Schedule "B" (Version Number: B01)

Effective Date of Schedule: July 1, 2012

This schedule sets out particular Video Lottery Retailer obligations for the Agreement and may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

The Video Lottery Retailer promises and agrees:

- B1. **Access to Premises:** to allow the AGLC, and any person, firm or corporation acting on its behalf, access to the Premises from time to time for the purposes of installing or repairing Supplied Equipment, and for the purposes of investigating any public complaints, criminal or otherwise, and for the purposes of ensuring compliance of the Video Lottery Retailer with this Agreement and the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC.
- B2. **Advertising & Notices:** to install, post and display prominently at such location(s) within or about the Premises signs or promotional material as required by the AGLC relating to video lottery as may from time to time be designated or provided by the AGLC and to use no signs or promotional material relating to video lottery which are not provided or approved by the AGLC.
- B3. **Availability:** to have trained staff available for payment of winnings to Players during all hours and days that the Premises is open for business.
- B4. **Banking & Proceeds:** to make deposits of all monies less winnings paid and remuneration as Prescribed in a bank account from time to time designated by the AGLC at the times designated by the AGLC. The Video Lottery Retailer acknowledges that all monies received from video lottery games less winnings paid and remunerations as Prescribed are the property of the AGLC and that the Video Lottery Retailer receives, holds and deals with the same as bare trustee for the AGLC.
- B5. **Compliance:** to provide the services in this Agreement in accordance with terms and conditions, rules and regulations, policies, standards and guidelines as Prescribed by the AGLC.
- B6. **Consent:** to undergo and permit a complete security screening, including financial reliability, by the AGLC, or any other person, firm or agency performing a security screening service at the request of the AGLC.
- B7. **Employee Training:** to attend, or to appoint one or more employees acceptable to the AGLC who will attend, such training sessions as the AGLC will from time to time require, in order to ensure that the Video Lottery Retailer and their employees are properly trained in the operation of the VLTs and for the performance of such other services as the Video Lottery Retailer is required to perform.
- B8. **Exclusiveness:** to not, without the prior written consent of the AGLC, in any way promote any other gaming activity or engage in any activities in competition with the lottery games participated in by the AGLC.
- B9. **Facility Standards:** to meet the facility standards requirements as Prescribed in policies, standards and guidelines provided by the AGLC.
- B10. **Financial Security:** to obtain, if required by the AGLC and at the Video Lottery Retailer's expense, financial security on such terms and in such amount as may be required by the AGLC to cover the obligations of the Video Lottery Retailer to the AGLC.
- B11. **General Compliance:** to comply with the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC respecting video lottery, liquor and the provisions of this Agreement.
- B12. **Granting Credit:** to not offer loans, grant credit or provide advances on credit cards to enable a person to play VLTs.
- B13. **Hold Harmless:** to hold harmless the AGLC from any and all third party claims, demands, or actions for which the Video Lottery Retailer is legally responsible, including those arising out of negligence, wilful harm, or crimes by the Video Lottery Retailer or the Video Lottery Retailer's employees or agents. This hold harmless will survive this Agreement.
- B14. **Hours of Operation:** to not change the hours during which the Premises are open for business without giving prior notice to the AGLC.
- B15. **Indemnity:** to indemnify the AGLC from any and all costs as a result of a breach by the Video Lottery Retailer of any provisions of this Agreement or of the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC.
- B16. **Insurance:** that the Video Lottery Retailer will, without limiting the obligations or liabilities under this Agreement and at the Video Lottery Retailer's own expense, provide and maintain the following insurance in forms and amounts acceptable to the AGLC:
- (a) commercial general liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, personal injury, and employees as additional insured;
 - (b) property insurance on all Supplied Equipment provided by the AGLC. Coverage will be on an All Risk/Broad Form and Replacement Cost basis;
 - (c) the AGLC will be added as loss payable with respect to all Supplied Equipment provided by the AGLC;
 - (d) all required insurance will be endorsed to provide the AGLC with 30 days advance written notice of cancellation or material change; and
 - (e) the Video Lottery Retailer will provide the AGLC with evidence of all required insurance in the form of a completed AGLC Certificate of Insurance.
- B17. **Location:** to provide at the Premises, the location(s) approved by the AGLC for the installation of any Supplied Equipment.
- B18. **Maintenance:** to refill ticket stock, clear bill and ticket jams, clean screens and button panels as instructed by the AGLC in the day to day maintenance of the VLT and to perform no other mechanical or electrical maintenance thereon unless directed to do so by the AGLC.
- B19. **Manual Maintenance:** to maintain and make available to its employees, a copy of the Prescribed video lottery Licensee Handbook VLT Operations Manual.
- B20. **Minors:** to not permit a person under the age of 18 years to play a VLT and to maintain an age controlled (18+) environment for VLTs.
- B21. **Movement of Supplied Equipment:** to not move the Supplied Equipment without the approval of the AGLC.
- B22. **Net Sales Volume:** to maintain the projected or anticipated volume of net sales and comply with the profitability guidelines and consumer demand criteria provided by the AGLC from time to time.
- B23. **On-Site Security:** that the Video Lottery Retailer will:
- (a) be responsible for the on-site security of any Supplied Equipment or other property of the AGLC on the Premises and, without limiting the generality of the foregoing, the Video Lottery Retailer will not and will not permit a person to:
 - (i) remove a VLT from the Premises or place a VLT in the Premises without the prior written consent of the AGLC;
 - (ii) manipulate or attempt to manipulate a VLT in an effort to influence the outcome or payout; and
 - (iii) activate or attempt to activate a VLT by fraudulent means.
 - (b) immediately notify the AGLC of any suspicious activity or any activity which may be deemed to have a wrongful intent.
- B24. **Payment of Winnings:** to ensure Players receive payment of winnings in accordance with policy and guidelines as Prescribed by the AGLC.
- B25. **Physical Responsibility:** to be responsible for the physical security of and to exercise due diligence in the operation and care of the Supplied Equipment, and to immediately notify the AGLC of any malfunction, loss, or damage to the Supplied Equipment.
- B26. **Prohibited Language:** unless the Video Lottery Retailer is a facility licensee, to not use the term "casino" in or in respect of the Premises or any aspect of the Video Lottery Retailer's business, including the Premises' or the business' signs, advertising or promotional material.

- B27. **Promotional Events:** to not use any VLT to conduct promotional events without the prior written approval of the AGLC.
- B28. **Provision of Outside Cabling:** to provide, at the Video Lottery Retailer's expense and in the area of the Video Lottery Retailer's Premises selected by the AGLC, outside cabling to bring the required services from the street to the Premise's utility room as Prescribed by the AGLC. Except as otherwise provided herein, the AGLC will not be responsible for any costs whatsoever incurred by the Video Lottery Retailer in connection with the installation and removal of outside cabling.
- B29. **Provision of Electrical Services:** to provide, at the Video Lottery Retailer's expense and in the area of the Premises selected by the AGLC, the dedicated electrical circuit(s) as Prescribed by the AGLC. Except as otherwise provided, the AGLC will not be responsible for any costs whatsoever incurred by the Video Lottery Retailer in connection with the installation and removal of electrical wiring and outlets.
- B30. **Records:** to maintain current and accurate records of all amounts of monies paid into any VLT by players, of all Credits paid to players from any VLT, and of all withdrawals of monies removed from any VLT in conformity with the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC. Such records will be available and may be removed upon request from the Premises as so required by the AGLC for inspection and/or audit.
- B31. **Reasonable Courtesy:** to provide reasonable courtesy to Players and at such standards as may be reasonably expected of a prudent business person.
- B32. **Repairs & Losses:** to be responsible to the AGLC for the cost of repairing any Fixtures or signs destroyed, damaged, defaced, lost or stolen while on the Premises and in the care of the Video Lottery Retailer and for the cost of any repair to the VLTs other than repair necessitated by normal wear and tear or by defect in the manufacturing or by defective maintenance service provided by the AGLC or by the AGLC's employees, agents or contractors.
- B33. **Risk of Loss:** to bear the risk of loss and be responsible for lost, stolen and missing monies relating to the operations of the VLTs.
- B34. **Safety:** to be responsible for and to ensure the personal safety of all representatives of the AGLC while they are located on the Video Lottery Retailer's business Premises.
- B35. **Staff on Duty:** to prohibit staff from playing the VLTs while on duty.
- B36. **Status:** to acknowledge that the Video Lottery Retailer is not an employee, agent, representative, joint venture or partner of the AGLC and will not represent or hold himself out to be other than an independent contractor pursuant to this Agreement.
- B37. **Utilities:** to be responsible for the payment of all utility charges in connection with the operation of Supplied Equipment.

SAMPLE

Video Lottery Retailer Agreement
General Terms Schedule "C" (Version Number: C01)

Effective Date of Schedule: July 1, 2012

This schedule sets out general terms for the Agreement and may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

- C1. **Assignment:** this Agreement may be assigned by the AGLC. Any assignment or attempted assignment by the Video Lottery Retailer of this Agreement without the prior written consent of the AGLC renders this Agreement null and void.
- C2. **Definitions:** In the Agreement:
- (a) **"Agreement"** Means this Video Lottery Retailer Agreement and includes any schedules as amended from time to time.
 - (b) **"Central Computer System"** Means the computer to which all the AGLC VLTs are connected and which records all data relating to the operation of each of the VLTs so connected.
 - (c) **"Credits"** Means the amount of money determined by a VLT to be payable to a Player as a result of the Player's operation of the VLT.
 - (d) **"Fixtures"** Means auxiliary equipment and supplies required for the operation of the VLTs, including but not limited to the i-LINK™ (site controller), printer, communications equipment and cabling.
 - (e) **"Last Known Address"** Means in the case of posting, the last postal address, in case of facsimile transmission, the facsimile number provided by the Video Lottery Retailer to the AGLC, or in case of delivery by email, the email address provided by the Video Lottery Retailer to the AGLC in Schedule A or by subsequent notice under section C9.
 - (f) **"Premises"** Means the Video Lottery Retailer's premises described in Schedule A for operation of Supplied Equipment.
 - (g) **"Player"** Means a person who plays a VLT.
 - (h) **"Prescribed"** Means as adopted in writing from time to time by the AGLC.
 - (i) **"Supplied Equipment"** Means the VLTs, signs and Fixtures which may be provided by the AGLC.
 - (j) **"Video Lottery Terminal"** Means a video gaming terminal, within the distributed network, that is used or could be used to play a game, which upon the insertion of money, a person by chance may receive a payout.
 - (k) **"VLT"** Means a Video Lottery Terminal.
- C3. **Entire Agreement:** this Agreement constitutes the entire Agreement between the Video Lottery Retailer and the AGLC and supersedes all prior Agreements, oral or written, among the parties hereto or their respective representatives with respect to the matters herein and cannot be modified or amended except by written agreement signed by the parties; saving and excepting that terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC provided by the AGLC to the Video Lottery Retailer will be binding upon the Video Lottery Retailer to the same extent as if incorporated into and forming part of this Agreement.
- C4. **Gender/Number:** the masculine gender where used will include the feminine or neuter or vice versa and the singular will include the plural where the context requires.
- C5. **Intellectual Property:** the Video Lottery Retailer agrees that the AGLC and their respective licensors, if any, own all intellectual property rights including all patents, trademarks, copyrights and industrial designs in all of the Supplied Equipment. The Video Lottery Retailer may use those of the intellectual property rights made available to it by the AGLC solely for the purpose of the use of the Supplied Equipment, as specifically authorized by the AGLC from time to time.
- C6. **Interruption of Postal Service:** except during periods of a postal strike or of a general interruption of postal services any notice given by registered mail will be deemed to have been received on the second business day following posting of the same. In the case of service by facsimile transmission a notice will be deemed to have been received on the next business day following the day of sending. In the case of service by email a notice will be deemed to have been received on the next business day following the day of sending.
- C7. **Law:** this Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the Province of Alberta.
- C8. **Remuneration:** the Video Lottery Retailer shall be entitled to no other remuneration with respect to services supplied pursuant to this Agreement except such amounts by way of commission based on a percentage from time to time established by the AGLC.
- C9. **Service of Notice on the AGLC:** any notice permitted or required to be given by the Video Lottery Retailer to the AGLC in relation to this Agreement may be provided by any reasonable means, such as courier, fax, registered mail, ordinary mail, e-mail as prescribed, or personal delivery to the head office of the AGLC located at 50 Corriveau Ave, St. Albert, Alberta, T8N 3T5, Fax: 780-447-8910.
- C10. **Service of Notice on Video Lottery Retailer:** any notice permitted or required to be given by the AGLC to the Video Lottery Retailer in relation to this Agreement may be given to the Video Lottery Retailer at its Last Known Address and may be provided by any reasonable means, such as courier, fax, registered mail, ordinary mail, e-mail or personal delivery to the Video Lottery Retailer at the Premises.
- C11. **Severance:** if any covenant or term or the application to any person, or to any circumstances, to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to any person or circumstances, other than those as to which it is held invalid or enforceable, will not be affected and each term, covenant and condition will be valid and enforceable to the full extent permitted by law.
- C12. **Waiver:** no waiver by the AGLC of the covenants, agreements or obligations of the Video Lottery Retailer will be deemed to be a waiver of any subsequent breach of such, or any other, covenant, agreement or obligation under this Agreement, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other right, power or privilege.

**Video Lottery Retailer Agreement
Termination & Liability Schedule "D" (Version Number: D01)**

Effective Date of Schedule: July 1, 2012

This schedule sets out the provisions addressing termination of and liability under the Agreement and may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting the AGLC.

- D1. **Duration of Agreement:** The Agreement continues until terminated in accordance with these provisions.
- D2. **Termination by Video Lottery Retailer:** The Video Lottery Retailer may terminate the Agreement on seven (7) days' written notice to the AGLC.
- D3. **Termination by the AGLC Without Cause:** The AGLC may terminate this Agreement without cause or reason on seven (7) days written notice to the Video Lottery Retailer.
- D4. **Termination by the AGLC with Cause:** The AGLC may terminate this Agreement without notice upon the happening of any of the following events:
- (a) failure of the Video Lottery Retailer to comply with the terms and conditions, rules and regulations, policies, standards and guidelines of the AGLC respecting video lottery, liquor or the provisions of this Agreement;
 - (b) failure of the Video Lottery Retailer to pay monies due to the AGLC pursuant to the terms of this Agreement;
 - (c) suspension, cancellation, or change of status from an age restricted environment (18+) of the Video Lottery Retailer's licence to sell liquor on the Premises;
 - (d) the Video Lottery Retailer sells, reorganizes, fails to remain actively involved in, or changes the nature of the business conducted by the Retailer or a significant portion thereof or interest therein;
 - (e) the Video Lottery Retailer is a body corporate, other than a corporation the shares of which are publicly traded, if the principals of the corporation at the time of the signature of this agreement fail to remain actively involved in the business or if voting control of the Video Lottery Retailer changes;
 - (f) the Video Lottery Retailer or any of its principals or senior employees are charged or convicted of a criminal or federal offence;
 - (g) the bankruptcy or insolvency of the Video Lottery Retailer or if a receiver or liquidator is appointed over some or all of the assets of the Video Lottery Retailer or in the event any of the assets of the Video Lottery Retailer are seized or distrained upon;
 - (h) the Video Lottery Retailer is no longer entitled to occupy the Premises in which the Supplied Equipment is located;
 - (i) the discovery by the AGLC of any misrepresentations made by the Video Lottery Retailer on the application form or any other documents required to be submitted to the AGLC;
 - (j) the Video Lottery Retailer or any employees or agents engaging in or permitting any activity in the Premises that is contrary to any municipal bylaw or any Act or regulation of Alberta or Canada or engaging in any activity that detracts from the integrity with which gaming activities are to be conducted in Alberta; or
 - (k) the Video Lottery Retailer or any employees or agents hindering, obstructing or impeding an AGLC inspector in the performance of the inspector's duties.
- D5. **Election to Remove:** Upon the happening of any of the events under D4 above, the AGLC may, instead of terminating this Agreement, elect to remove one or more VLTs from the Premises.
- D6. **Suspension:** The AGLC may, without terminating this Agreement, immediately suspend the Video Lottery Retailer's ability to operate the Supplied Equipment where there has been a breach of this Agreement by the Video Lottery Retailer, or where the AGLC anticipates there will be a breach of this Agreement by the Video Lottery Retailer or for any reason.
- D7. **Continuing Obligations of Video Lottery Retailer:** Notwithstanding the termination of this Agreement for any reason, the Video Lottery Retailer will be obligated to account to the AGLC and pay and deliver to the AGLC all monies and property of the AGLC. The provisions of this paragraph will survive the termination of this Agreement and will remain enforceable until complied with by the Video Lottery Retailer.
- D8. **Limitation of Liability on the AGLC:** The Video Lottery Retailer acknowledges that the AGLC will not be liable to the Video Lottery Retailer for any loss or injury resulting from:
- (a) fire or other occurrence resulting from the installation, use or removal of the Supplied Equipment or any transmission lines or other facilities installed for the operation of the Supplied Equipment;
 - (b) failure or malfunction of the Supplied Equipment or any transmission lines or other facilities installed for the operation of the Supplied Equipment;
 - (c) reasonable defacement of the Premises necessarily associated with the installation, repair or removal of the Supplied Equipment or any transmission lines or other facilities installed for the operation of the Supplied Equipment;
 - (d) interruptions or cessations of the operation of any Supplied Equipment on the Premises and any resulting loss of business to the Video Lottery Retailer whether from any VLT or otherwise, whether or not such loss or injury is as a result of the negligence or deliberate act of the AGLC, its servants or agents.

VIDEO LOTTERY SITE PLAN

RETAILER NUMBER _____

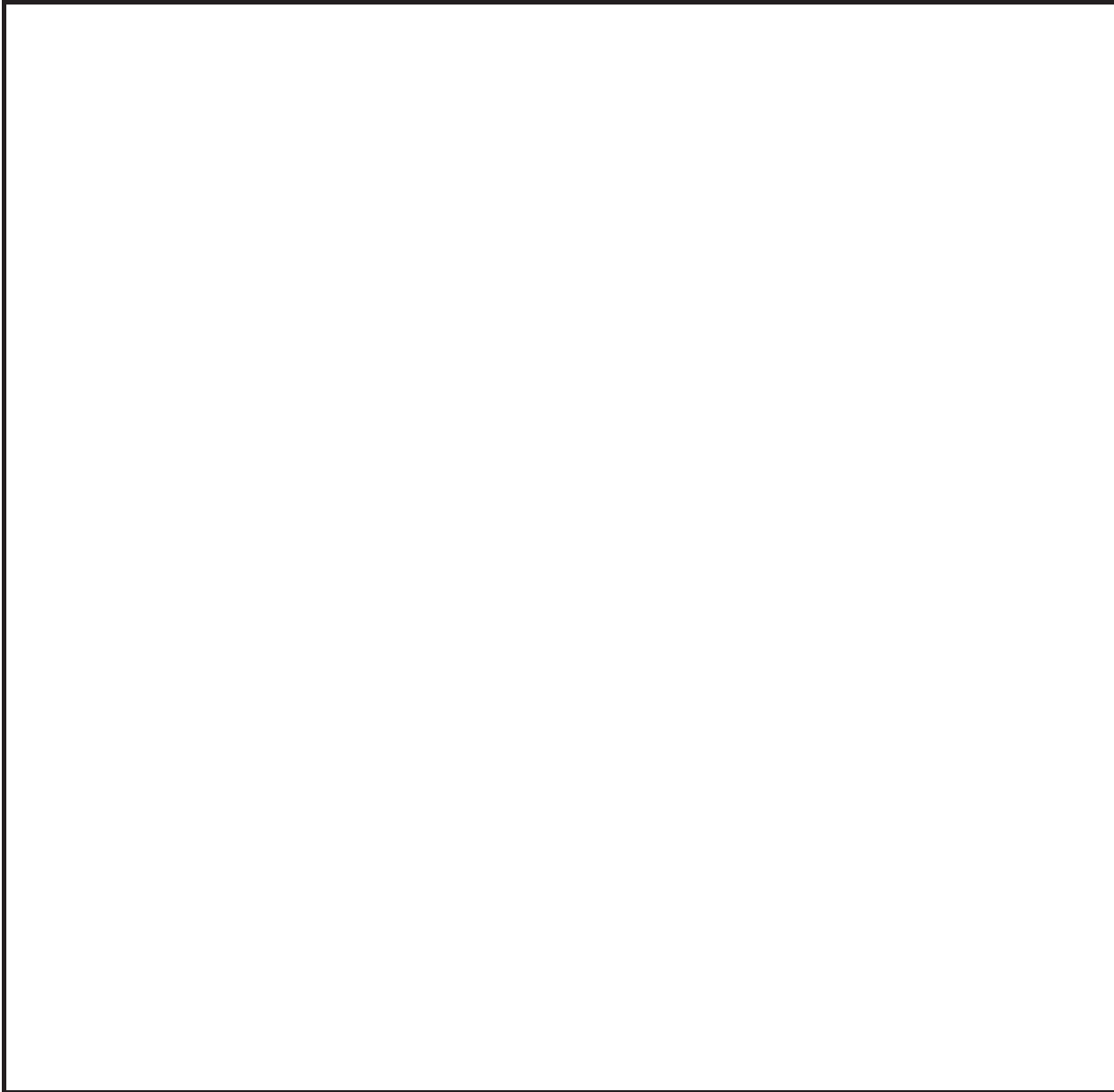
RETAILER ADDRESS _____

RETAILER NAME _____

NUMBER OF vlts _____

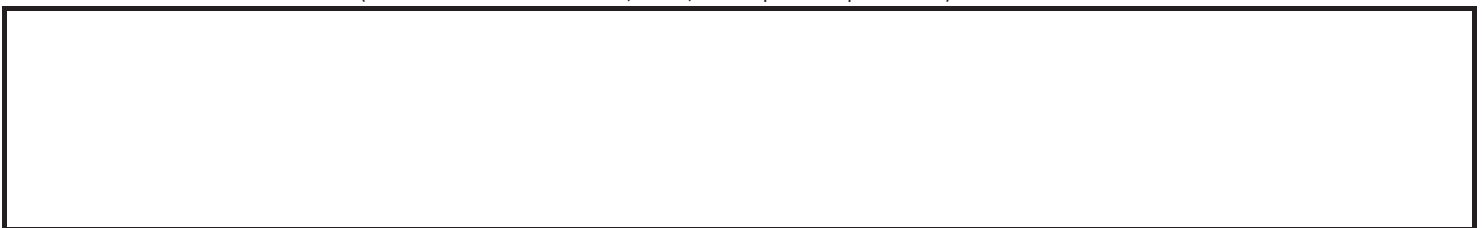
ILLUSTRATE THE FOLLOWING ITEMS BELOW USING THE ASSIGNED NUMBER

- 1 MAIN BAR AREA 2 vlts 3 i-LINK 4 ENTRANCES 5 ATM



vlt ID#
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
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25
26
27
28
29
30

Notes and Instructions: (Router location and distance, Stairs, other special requirements)



COMPLETED BY _____

DATE _____

PROTECTED WHEN COMPLETED

SITE ELECTRICAL REQUIREMENTS – VIDEO LOTTERY

The following Electrical form is for:

Location Name: _____

Location Address: _____

Prior to the installation of Video Lottery Terminals (VLTs) and related equipment the following electrical requirements must be installed at each of the following three (3) locations:

- VLT Location – for every two (2) VLTs a 15 amp/115 volt dedicated electrical outlet
- OR -
– for every three (3) VLTs a 20 amp/115 volt dedicated electrical outlet

The electrical outlets should be installed so that the top of the outlet is not more than 36 cm (14”) up from the floor. When the VLTs are in place, the electrical outlets should be concealed by the VLT bases and therefore be inaccessible to patrons.

- i-LINK™ Site Controller Location requires a 15 amp/115 volt dedicated duplex electrical outlet. The outlet must be within 1.2 m (4’) of the i-LINK.
- Router Rack Location requires a 15 amp/115 volt dedicated electrical outlet. Identified by an AGLC representative, the Router Rack will typically be located near the electrical panel, or in a manager’s office. The electrical outlet must be installed within 1.2 m (4’) of the Router Rack.

The installation of the electrical requirements is done at the expense of the owner/tenant.

The dedicated circuit outlets are to only be utilized by the AGLC equipment.

A pre-site inspection will be conducted prior to the installation. If it is determined that the above requirements have not been met, your install will be postponed.

By signing this form the authorized signatory hereby states the above electrical requirements already exist or have been installed.

Signature: _____
(signature of applicant)

Print: _____
(print name of applicant)

AMENDMENT TO RETAILER MASTER FILE/AGREEMENT TICKET / VIDEO LOTTERY

Location Name _____ Retailer # _____

Location Address _____ SYS ID # _____

_____ Territory _____

Location Phone # _____ Location Fax # _____ Corporate # _____

INFORMATION CHANGES

Data Code	From	To	Effective Date

DATA CODES

Location Name*	01	Corporate Name**	07	Banking Entity	12
Location Address	02	Corporate Address	08	Agent Change	13
Postal Code	03	Telephone Number	09	Corporate File Change	14
Telephone Number	04	Fax Number	10	Other Changes (indicate type)	15
Fax Number	05	Signatory*	11		
Location Contact	06				

*Changes to these codes require an Authorized Signature. **Change to Corporate Name requires a new Retailer Agreement.

CHANGES IN HOURS OF OPERATION

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open							
Close							

Requested by _____ Date _____

Authorized Signature _____ Date _____

For Office Use Only	
Keyed by _____	Sent to Hotline by _____
Date _____	Date _____

SELLERS NOTIFICATION – CHANGE OF OPERATOR

Fax to 780-447-8910, Attention: Entry/Exit Coordinator

Please be advised that I, _____, owner of
(insert full name)

_____, operating under _____
(Location Name) (Business Entity Name)

Will be selling my location to _____, as of
(purchaser(s) name and/or Business Entity name)

_____.
(date of change)

SELLERS INFORMATION:

Retailer No. _____
(example: A1234)

By signing this form, I hereby give the Alberta Gaming and Liquor Commission (AGLC) permission to disclose financial information to the purchaser for the purpose of determining the appropriate letter of credit for the purchaser in accordance with 10.4.7 of the Licensee Handbook, which sets out the process for determining the amount of an Irrevocable Letter of Credit.

Name of Seller(s): _____
(Director/Shareholder – print full name)

Signature of Seller(s): _____
(sign full name)

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY STATEMENT

The information provided on this notification form is collected under the authority of the Gaming and Liquor Act, Gaming and Liquor Regulation, and the Freedom of Information and Protection of Privacy (FOIP) Act, Section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission for assessing eligibility. Personal information is protected by Alberta's FOIP Act and can be reviewed on request. If you have any questions about the collection or use of this information contact:

*Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta T8N 3T5
Telephone: 780-447-8600 Toll-free: 1-800-272-8876*

BUYERS NOTIFICATION – CHANGE OF OPERATOR

Fax to 780-447-8910, Attention: Entry/Exit Coordinator

Please be advised that I, _____, will be
(purchaser(s) name and/or Business Entity name)

purchasing _____, located at _____
(Location Name) (city)

The possession date is set for _____.
(change of operator date)

BUYERS INFORMATION:

Company Name buying location: _____
(Business Entity/Corporate Name)

Name of Buyer(s) _____
(Print Name(s))

Signature of Buyer(s) _____
(Sign Name(s))

Contact Information: _____

(Mailing Address and Contact Phone Numbers)

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY STATEMENT

The information provided on this notification form is collected under the authority of the Gaming and Liquor Act, Gaming and Liquor Regulation, and the Freedom of Information and Protection of Privacy (FOIP) Act, Section 33(c). The information is strictly for the use of the Alberta Gaming and Liquor Commission for assessing eligibility. Personal information is protected by Alberta's FOIP Act and can be reviewed on request. If you have any questions about the collection or use of this information contact:

Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta T8N 3T5
Telephone: 780-447-8600 Toll-free: 1-800-272-8876