

Liquor Agency Handbook

LIQUOR AGENCY HANDBOOK

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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 respecting the activities authorized by a registration, as detailed in this handbook, are conditions of the registration pursuant to Section 17 of the GLR.
- 1.1.5 The Board may impose conditions in conjunction with a licence or registration that are in addition to the conditions referred to in this handbook.
- 1.1.6 Guidelines are best business practices designed to help agencies meet operating requirements.
- 1.1.7 Board policies and guidelines are located in the Liquor Agency Handbook (handbook), which is available on the AGLC website at aglc.ca (Amended Sept 2015).
- 1.1.8 Agencies are responsible for ensuring the handbook, GLA and GLR are available to their staff. (Amended Sept 2015)
- 1.1.9 Only those businesses and/or persons with a Class E manufacturer's licence pursuant to Section 55 of the GLR or who are registered as a liquor agency with the AGLC pursuant to Section 62 of the GLA, and Section 73 of the GLR, may conduct marketing, merchandising, and promotional activities of liquor in Alberta.
- 1.1.10 An activity not specifically permitted under these guidelines is prohibited.
- 1.1.11 Where a liquor agency's contact person does not have a working knowledge of the English language sufficient to understand the legislation and/or these policies, the AGLC will ask the agency to have an interpreter present whenever:

SUBJECT: INTRODUCTION

- a) discussing details of an application;
- b) discussing the operation of the agency with the AGLC; and
- c) the agency's contact person attends a Board meeting.

GUIDELINES

1.1.12 The purpose of this handbook is to provide information that will help agencies and their employees meet AGLC requirements for operating in accordance with the legislation and Board policies. The handbook does not replace the GLA or the GLR.

1.1.13 *(Deleted Sept 2015)*

1.1.14 The handbook may be accessed on the AGLC web site at aglc.ca.
(Amended Sept 2015)

1.1.15 The GLA and GLR may be accessed on the Queen' Printer web site at qp.alberta.ca. *(Amended Sept 2015)*

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) "CLS" means Connect Logistics Services Inc., the current authorized warehouse pursuant to Section 99 of the GLR.
- d) "GLA" means the Gaming and Liquor Act.
- e) "GLR" means the Gaming and Liquor Regulation.
- f) "Handbook" means the Liquor Agency Handbook.
- g) "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.
- h) "licensee" means the individual, partnership or corporation holding a liquor licence.
- i) "liquor" means beverages that are intended for human consumption containing over 1% alcohol by volume (e.g., spirits, wine, liqueur, coolers, cider or beer).
- j) "liquor agency" (agency) means a corporation or individual who is in the business of representing a liquor supplier in the sale of the supplier's liquor.
- k) "liquor supplier" (supplier) means
 - i) a manufacturer;
 - ii) a person who operates an establishment for making liquor outside Alberta;
 - iii) a person, other than the AGLC, who is a distributor of liquor, and
 - iv) any person who has a connection, as specified in the regulations, to a manufacturer or a person described in subclause ii) or iii) above; and
- l) "manufacturer" means a person who operates or intends to operate an establishment for making liquor in Alberta.

SUBJECT: DEFINITIONS

- m) “staff” means any person employed by an agency/supplier or contracted by an agency, supplier or third party to perform staff duties.

SUBJECT: CONTACTING THE AGLC

- 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 BOARD POLICIES

POLICIES

- 1.4.1 Agencies 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 If an agency is at any time charged or convicted of an offence set out in any of the legislation listed in Section 1.4.1, the Board may take disciplinary action including, but not limited to, suspension or cancellation of the liquor agency registration.
- 1.4.4 If an agency 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 agency registration.

SUBJECT: GENERAL INFORMATION

POLICIES

- 2.1.1 Agencies must register with the AGLC.
- 2.1.2 A supplier must either appoint a registered agency or register its own company as a liquor agency to represent its products.
- 2.1.3 A liquor supplier that is licensed (Class E licensee) by the AGLC to manufacture liquor in Alberta will automatically be registered as a liquor agency and is not required to make a separate application to become registered.
- 2.1.4 An agency registration has a two (2) year term. The registration may be terminated if the agency has not shipped a liquor product to the Alberta market place for six (6) months.
- 2.1.5 If an agency's registration expires, the agency will be notified by letter requesting the submission of a signed application form and the \$200 registration fee. If the agency does not provide the information and fee requested within the time period specified in the letter, the AGLC will place the agency's product on hold, preventing any future sales of the agency's products.
- 2.1.6 All products represented by an expired agency will, after a time period determined by the AGLC, be deemed abandoned.
- 2.1.7 The AGLC, pursuant to Section 114 of the GLA, may then dispose of, or destroy, the products under the direction of the Minister of Justice and Attorney General.
- 2.1.8 A liquor agency is prohibited from selling liquor other than through the AGLC.
- 2.1.9 A liquor agency may contract or employ the services of a different registered liquor agency (sub-agent) to represent its products.

SUBJECT: APPLICATION FOR LIQUOR AGENCY REGISTRATION

POLICIES

2.2.1 In order to consider an application for agency registration, the following documents must be completed and submitted to the AGLC:

- a) "Liquor Agency Registration Application" form (Subsection 7.1);
- b) non-refundable registration fee of \$200.00;
- c) "Liquor Agency Particulars of Incorporation of Company" form (Subsection 7.2) for the agency and for each shareholding company;
- d) "Particulars of Individual" form for each of the applicant's directors and shareholders (Subsection 7.4);
- e) "Statutory Declaration" form (Subsection 7.8) for all directors and individual shareholders; and
- f) "Letter of Authorization" printed on supplier's letterhead, confirming agency's appointment by the liquor supplier and indicating the consignment payee (see Subsection 7.5 for sample wording);
- g) "Agency Letter of Understanding" printed on the applicant's letterhead, acknowledging the supplier's authorization and indicating the consignment payee (see Subsection 7.6 for sample wording);
- h) "Acknowledgement and Undertaking" form (Subsection 7.7);
- i) copy of Certificate of Incorporation for applicant company;
- j) a business plan indicating:
 - i) related experience;
 - ii) a market plan; and
 - iii) a three – year financial plan.

2.2.2 The Board may refuse to register an applicant if the applicant, any of the applicant's employees or any of the applicant's associates fail to pass a records check.

2.2.3 A person does not pass a records check if the person:

SUBJECT: APPLICATION FOR LIQUOR AGENCY REGISTRATION

- a) has within the five (5) years prior to the submission of the application been charged with or convicted of:
 - i) an offence under the *Criminal Code* (Canada), the *Excise Act* (Canada), the *Excise Act, 2001* (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 referred to in subclause i),
- b) has at any time been charged with or convicted of:
 - i) an offence under the *Criminal Code* (Canada), the *Excise Act* (Canada), the *Excise Act, 2001* (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 referred to in subclause i), if in the Board's opinion the offence is sufficiently serious that it may be detrimental to the orderly or lawful conduct of activities authorized by a registration relating to liquor, or

has within the five (5) years prior to the submission of the application been serving a term of imprisonment of three years or more.

Note: Subsection 2.2.3 does not apply to a person who has received a pardon under the provisions of the *Criminal Records Act* or similar legislation or if any records relating to a charge or conviction have been expunged or otherwise officially sealed by a court or government agency.

2.2.4 The Board may refuse to register an applicant if the Board is satisfied that the applicant, any of the applicant's employees or any of the applicant's associates has within the five (5) years prior to the submission of the application contravened;

- a) the *Gaming and Liquor Act* or Gaming and Liquor Regulation;
- b) a predecessor of the *Gaming and Liquor Act* or Gaming and Liquor Regulation, or

SUBJECT: APPLICATION FOR LIQUOR AGENCY REGISTRATION

- c) a condition imposed on the licence or registration issued or made under the *Gaming and Liquor Act* or a predecessor of the *Gaming and Liquor Act*.

2.2.5 The Board may refuse to register an applicant if the Board is satisfied that the applicant, any of the applicant's employees or associates or any other person with connections to the applicant:

- a) is a person who has not acted or may not act in accordance with the law, with honesty and integrity or in the public interest, having regard to the past conduct of the person; or
- b) would be a detriment to the lawful manufacture, import, purchase, sale, provision, transport, possession, storage, use or consumption of liquor.

2.2.6 The Board may refuse to register an applicant if the applicant is a director or shareholder in a previous delinquent agency. A delinquent agency refers to an agency that has not addressed issues identified in Subsections 2.1.5, 3.7.2 and 3.14.4.

GUIDELINES

2.2.7 Individuals interested in being registered as a liquor agency may contact the AGLC in St. Albert by telephone, by mail or by e-mail (see Subsection 1.3) and request a liquor agency package.

2.2.8 On receipt of the required documents the application will be reviewed and the applicant will be notified in writing as to whether its application to become registered as a liquor agency is approved.

SUBJECT: PROSERVE TRAINING

POLICIES

- 2.3.1 Agencies 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 2.3.19) to have the certification recognized.
- 2.3.2 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.
- 2.3.3 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 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.

2.3.4 Persons requiring ProServe must be certified:

- a) within 30 days of the employment start date for all new hires to positions identified in Section 2.3.2 a) and 2.3.2 c) or;
- b) before a Commercial Public Resale Special Event for staff in positions identified in Section 2.3.2 b).

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

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

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

2.3.8 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)*

SUBJECT: PROSERVE TRAINING

2.3.9 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 2.3.2) are certified in accordance with the requirements identified in Section 2.3; and

- b) at least one (1) ProServe certified staff member is on shift at all times. *(Added Oct 2014)*

2.3.10 Agencies 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.

2.3.11 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 2.3.11 applies only to ProServe certifications completed on or after January 1, 2014.

2.3.12 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.

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

SUBJECT: PROSERVE TRAINING

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

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

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

GUIDELINES

2.3.16 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.

2.3.17 *(Deleted Oct 2016)*

2.3.18 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: smartprograms.aglc.ca

SUBJECT: SALE OR CHANGE OF STATUS OF LIQUOR AGENCY

POLICIES

- 2.4.1 A registration is not transferable.
- 2.4.2 A proposed sale, assignment or transfer of a portion of a liquor agency:
- a) that is a sole proprietorship, a partnership or a corporation, that is not a distributing corporation, as defined in the Business Corporations Act, and
 - b) under which the activities authorized by a registration are carried out, must be reported to the AGLC and approved by the AGLC prior to the effective date of the sale, assignment or transfer. The AGLC may approve the sale, assignment or transfer of a portion of the business and may impose conditions on the registration.
- 2.4.3 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 registration are carried out,
- must be reported to the AGLC by the licensee within 10 business days after the effective date of the sale, assignment or transfer and must be approved by the AGLC.
- 2.4.4 The AGLC may, in respect of a sale, assignment or transfer requiring its approval,
- a) approve it without conditions;
 - b) approve it subject to conditions;
 - c) approve it subject to the variation or rescission of existing conditions; or
 - d) refuse to approve it.
- 2.4.5 Where the AGLC refuses to approve a sale, assignment or transfer under Subsection 2.4.4d), after the effective date of the sale, assignment or transfer, the AGLC may treat the registrant as ineligible to hold a registration and apply sanctions as outlined in Section 92 of the GLA.

SUBJECT: COMPETITIVE AND PROHIBITIVE RELATIONSHIPS

POLICIES

- 2.5.1 The relationship between a liquor supplier or agency and a liquor licensee must be competitive in nature.
- 2.5.2 A liquor licensee, or employee or agent of the licensee, is not permitted to own, operate or manage a liquor supplier or agency.
- 2.5.3 An employee or agent of a liquor licensee is not permitted to be employed by a liquor supplier or agency unless prior approval is obtained by the AGLC. The employee or agent cannot be an owner, supervisor or manager of the liquor licensee.
- 2.5.4 A liquor licensee or employee or agent of the licensee is not permitted to act as an advisor or provide financial support to a liquor supplier or agency.
- 2.5.5 A liquor supplier or agency cannot be set up to exclusively supply a licensee or a group of licensees.

GUIDELINES

- 2.5.6 Where the shareholders, directors, and staff of a liquor supplier or agency are related by blood or marriage to a licensee, the AGLC will ensure that the nature of the relationship between them is competitive.
- 2.5.7 If the AGLC believes the relationship between a liquor supplier or liquor agency and licensee who are related by blood or marriage is not competitive, the AGLC may request that the liquor supplier, agency or licensee demonstrate that the relationship is competitive (for example, such belief may arise if a liquor supplier's or agency's dealings with a licensee in question is notably greater than with other licensees).
- 2.5.8 The AGLC may audit the business records of both a licensee and liquor agency.

SUBJECT: PRODUCT REGISTRATIONS

POLICIES

- 3.1.1 All liquor products in Alberta must be sold through the AGLC. The AGLC is the purchaser (importer of record) while the liquor agency is the consignee.
- 3.1.2 All liquor suppliers must complete, sign and submit a "Letter of Authorization" that designates the appointed liquor agency for their particular product brands and identifies the party who will receive consignment payment. This letter cannot be altered unless it is to specify the particular product brand(s) being represented (see Subsection 3.1.13).
- 3.1.3 All liquor agencies must complete, sign and submit a "Letter of Understanding" that confirms their agreement with the liquor supplier and identifies the party who will receive consignment payment. This letter cannot be altered unless it is to specify the particular product brand(s) being represented (see Subsection 3.1.13).
- 3.1.4 Each particular product brand must not be represented by more than one (1) liquor agency at the same time.
- 3.1.5 If a registered liquor agency or direct source has a signed agreement on file with the AGLC with a supplier/manufacturer for a particular product, the AGLC will not honour any agreements with other importers/sources for the same product.
- 3.1.6 If a supplier and the registered agency the supplier has designated to represent its products in Alberta become involved in a dispute regarding the ownership of, payment for, or representation of liquor products or any sort of conflict, the AGLC will not become involved in resolving the dispute. The AGLC will rely upon direction agreed to by the parties involved or by court order.
- 3.1.7 All products must be registered with the AGLC before CLS will accept an advanced shipping notice. A "New Product Registration" form (See Subsection 3.1.13) must be completed and submitted to the AGLC Product & Pricing Section product@aglc.ca in order to register each new product being introduced into the Alberta market. **Note:** It will take the AGLC up to two (2) weeks to process a product registration *(Amended Jan 2014)*.

SUBJECT: PRODUCT REGISTRATIONS

- 3.1.8 Liquor suppliers or liquor agencies are responsible for obtaining and providing a "Certificate of Origin" form in order to provide relief against the imposition of certain duties or customs for qualifying trade agreements under the *Customs Tariff Act*. A blanket certificate is acceptable for all products manufactured by a specified supplier, as long as the dates are for the current calendar year, beginning January 1 and ending December 31. "Certificate of Origin" forms are available on the Canada Border Services Agency website at cbsa.gc.ca under the tab "Publications and Forms". **Note:** A "Certificate of Origin" form must be provided no later than December 15 of the current year for customs relief duty to be in effect for January 1 of the following year.
- 3.1.9 All product labelling must meet Canadian labelling requirements. The only exemption is for Duty Free products, but only if the product is meant specifically for Duty Free stores. In order to qualify for this exemption, products will have to be allocated only to Duty Free stores.
- 3.1.10 The product description must be an accurate reflection of the actual product.
- 3.1.11 If the product has an attached on-pack (liquor either originating from the manufacturer or assembled by CLS for sale to licensees), the product description must indicate the inclusion of the on-pack.
- 3.1.12 An agency must advise the AGLC immediately if it becomes aware of changes to sales units per case or alcohol by volume on registered products (see Subsection 3.1.15).

GUIDELINES

- 3.1.13 The following forms may be found at aglc.ca (contact the AGLC at 780-447-8956 for a USERID and PASSWORD):
- a) New Product Registration Form;
 - b) Supplier Letter of Authorization; and
 - c) Agency Letter of Understanding.
- 3.1.14 Agencies are encouraged to read "Guide to the Labelling of Alcoholic Beverages" in order to be familiar with Canadian labelling requirements. Contact the Canadian Food Inspection Agency for a copy of this document or visit its website at inspection.gc.ca

SUBJECT: PRODUCT REGISTRATIONS

3.1.15 Case configuration changes (e.g. change from 12 bottles per case to six (6) bottles per case) will be allowed for products at *New Listing* status; however case configuration changes will not be allowed for products already at *Active* status. For products at *Active* status, the agency must register a new product.

SUBJECT: PRODUCT CODE ASSIGNMENT

POLICIES

- 3.2.1 National Canadian Standard Product Codes (CSPCs) are no longer available. If there is an existing National CSPC for the product, the AGLC will register the product in Alberta using that number. The AGLC will continue to assign its own internal Product Code to new products. If there is an existing Product Code from another province the AGLC will attempt to register that number providing it is not already in use in the AGLC database.
- 3.2.2 Agencies must use the Product Code when quoting price changes to the AGLC or requesting any product information updates.
- 3.2.3 CLS requires the Shipping Container Code (SCC) be printed on the outer shipping carton/case on two (2) adjacent sides. Further details may be obtained by contacting CLS – Customer Service at 1-800-265-6784 or 780-418-6500 or e-mail: exel-ca-cls-cs@exel.com

GUIDELINES

- 3.2.4 The AGLC does not require the Product Code or the Universal Product Code (UPC) be printed on the product's packaging or label.

SUBJECT: ARCHIVING AND REACTIVATING PRODUCTS

POLICIES

- 3.3.1 Products may be placed into “Archive” status or reactivated at anytime by the agency that represents the product.
- 3.3.2 Agencies may request to archive the products they represent at any time, however, the product must have no on-hand inventory at the time of the request. In order to have a product updated to “Archive” status a written request must be submitted to the AGLC (product@aglc.ca) with the following information:
- a) the Product Code; and
 - b) the product description.
- 3.3.3 In order to reactivate an inactive (“Archive” status) product, agencies must submit a written request to the AGLC (product@aglc.ca) with the following information:
- a) the Product Code;
 - b) the product description; and
 - c) the agency’s invoice price.
- 3.3.4 Products with no activity for one (1) year will automatically be updated by the AGLC to “Archive” status.

GUIDELINES

- 3.3.5 Agencies are encouraged to contact the AGLC (product@aglc.ca) when a product becomes inactive or discontinued.
- 3.3.6 For excise reporting purposes, if there is activity against a product an agency has requested to archive within the previous three (3) months and/or there is an open advanced shipping notice record, the archive request will be delayed until such time as there is no activity (Amended Jan., 2014).
- 3.3.7 Once a product is archived by the AGLC, it is not deleted from CLS reporting until 91 days after the archive date is set by the AGLC.

SUBJECT: NON-STANDARD SIZES (APPLIES TO WINE ONLY)

POLICIES

- 3.4.1 Wine may only be offered for sale by the AGLC to liquor licensees if the container size has a net quantity of 50ml, 100ml, 200ml, 250ml, 375ml, 500ml, 750ml, 1L, 1.5L, 2L, 3L, or 4L (litres). Wines that do not fall within these parameters are in violation of Section 36 1(c) of the *Federal Consumer Packaging and Labelling Regulation*. Non-standard size wine may only be sold by the AGLC to liquor licensees:
- a) for use in the food service industry;
 - b) for use by special event licensees; or
 - c) for promotional purposes (this does not include on-packaging or added-value promotions).

SUBJECT: ADVANCED SHIPPING NOTICE REGISTRATION

POLICIES

- 3.5.1 An agency is required to provide the warehouse operator (e.g. CLS) with a detailed advanced shipping notice including agency advanced shipping notice number, supplier name, agency name, Product Code, product description, size, quantity shipped and the estimated date of arrival. Freight carriers are required to schedule unloading at the warehouse facility. No appointments will be scheduled without a registered advanced shipping notice. Advanced shipping notices must be faxed to CLS at 780-458-4515, or e-mailed to CLS-PO@exel.com at least 48 hours prior to scheduling a receiving appointment *(Amended Jan 2014)*.
- 3.5.2 All liquor advanced shipping notices are on a consignment basis only *(Amended Jan 2014)*.
- 3.5.3 All shipments must be made to the consignee (the liquor agency) in care of the AGLC and shipped to an AGLC liquor warehousing agent (e.g. CLS). Consignees must ensure the freight forwarder has their agency name for third party liability (the AGLC is not liable).

GUIDELINES

- 3.5.4 In order to process an advanced shipping notice the same business day, requests must be received before 2:00 p.m. Any requests received after the 2:00 p.m. deadline will be processed the next business day *(Amended Jan 2014)*.
- 3.5.5 Advanced shipping notice amendments should be forwarded to CLS (see Subsection 3.5.1) 24 hours prior to the receiving appointment *(Amended Jan 2014)*.
- 3.5.6 Any questions regarding registration of advanced shipping notices should be directed to CLS at 1-800-265-6784 or 780-418-6500 or email exel-ca-clcs@exel.com *(Amended Jan. 2014)*.

SUBJECT: PRODUCT SALES

POLICIES

- 3.6.1 The liquor supplier 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) are manufactured, 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;
 - c) fall within the maximum allowable limits as specified in the AGLC Quality and Health Standards and Alcohol Tolerances; and
 - d) comply with AGLC Standards for Tamper Evident Packaging.
- 3.6.2 The liquor supplier 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 liquor supplier or out of any act or omission of the liquor supplier, its employees or agents, including without limiting the generality of the foregoing:
- a) infringement of copyrights, patents or trademark rights arising out of the sale by the AGLC of goods supplied by the liquor supplier;
 - b) any defect, flaw, fault or corruption alleged or proven in any goods supplied by the liquor supplier;
 - c) any failure by the liquor supplier to manufacture, package or label goods supplied by the liquor supplier 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; and

SUBJECT: PRODUCT SALES

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

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

3.6.4 All warranties and indemnifications shall survive this agreement and any purchase made by the AGLC pursuant to this agreement.

3.6.5 Agencies are not permitted to impose a minimum order quantity per product per licensee.

GUIDELINES

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

3.6.7 For a list of non-liquor products a liquor store may sell, agencies should refer to Subsection 4.3 of the Retail Liquor Store Handbook (link: [Retail Liquor Store Handbook](#)).

3.6.8 Agencies may impose a maximum order quantity per product per licensee.

SUBJECT: CONSIGNMENT PAYMENT

POLICIES

- 3.7.1 Payments for consignment orders will be made weekly for all product sold the previous week. (**Note:** Agencies are to advise their supplier(s) that invoices for consignment shipments are not required by the AGLC. Invoices received will be discarded).
- 3.7.2 If consignment payments are returned to the AGLC, the payee will be notified by letter requesting proper information to allow the consignment payment to be made. If the payee does not respond to the letter within the time period specified in the letter, the remaining product related to this payee will be deemed abandoned, and may be destroyed. The unclaimed consignment payments will be offset against any amounts owing to the AGLC or CLS related to this product with the remaining amount transferred to AGLC miscellaneous revenue one (1) year after destruction of the product, or, if there is no inventory, one (1) year after the point when product would have been deemed abandoned.

SUBJECT: PRODUCT PRICING - GENERAL

POLICIES

- 3.8.1 The price of liquor must be the same, at any one time, for all licensees regardless of the quantity purchased.
- 3.8.2 Price changes are permitted on a weekly basis. Deadlines for the weekly price quotes are 4:00 p.m. Wednesday for implementation on the Friday of the following week. If a price change deadline falls on a statutory holiday, the date of the holiday still remains the deadline date. All price submissions should include Product Code, new invoice price and specific effective date. They must be entered through the Liquor Agency Portal or LAP, available at <http://aglc.ca/home/portal.asp> or be emailed to the AGLC at: pricing@aglc.ca or faxed to 780-447-8919. *(Amended Aug 2017)*
- 3.8.3 Pricing of a product that is at "New Listing" status may be changed at any time up until the time of the initial release of the first shipment. At that time, the status is updated to "Active." After a product has been updated to "Active" status and released for sale, price changes can then be implemented as per the regular AGLC Price Change Schedule (See Section 3.8.2). *(Amended Mar 2017)*
- 3.8.4 *(Deleted Mar 2017)*
- 3.8.5 The liquor agency must ensure the price of a product's single unit is equal to the price of the same product's single unit when the same product is packaged in a different case configuration, a mixed case or any such variation. If a product's single unit is contained in an enclosed package for sale to the consumer (e.g. beer/cooler packs) then the pricing per single unit may be different.
- 3.8.6 The liquor agency must ensure the liquor component(s) of a gift pack is listed at a wholesale price equal to or greater than the price of the liquor's base sales unit.

GUIDELINES

- 3.8.7 It is the agency's responsibility to review the AGLC's confirmation of the price change to verify its accuracy. If an error/omission is found, the agency must contact the AGLC immediately by email at pricing@aglc.ca or by calling 780-447-8675.

SECTION: LIQUOR PRODUCTS**NUMBER: 3.8****LIQUOR AGENCY HANDBOOK****PAGE 2 OF 2****SUBJECT: PRODUCT PRICING - GENERAL**

- 3.8.8 Agencies having submitted their changes through LAP will receive an automatic confirmation through the report function on the application. During the week following the price change deadline, agencies who submitted price changes via email or fax will receive written confirmation of the price change submission. *(Amended Mar 2017)*

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AUTHORITY:

Original signed by
Gael MacLeod

SECTION: LIQUOR PRODUCTS

NUMBER: 3.9

LIQUOR AGENCY HANDBOOK

PAGE 1 OF 1

SUBJECT: PRODUCT PRICING - BEER

(Section Deleted Aug 2016)

DATE ISSUED: August 5, 2016

AUTHORITY: Original signed by
Susan Green

SUBJECT: ALLOCATED PRODUCT

POLICIES

- 3.10.1 Allocation of a product means a product which has been specifically held for select customers upon request of a Liquor Agency.
- 3.10.2 Allocation of a product is limited to 1,000 cases per Product Code in a calendar year. Product allocations will not be allowed if the following conditions apply:
- a) a product had case sales greater than 2,000 in the previous calendar year; or
 - b) a product attains 2,000 case sales in the current calendar year.
- If a case configuration change occurred in the previous or current calendar year, the case sales of the original product will be included when calculating case sales, both allocated and total.
- 3.10.3 A new vintage can qualify as a new product for the 1,000 case limit if the following conditions are met:
- a) a new vintage year is printed on the front label of the product;
 - b) the product registration specifies the vintage year (the "V" designation is not sufficient; and
 - c) a new Product Code is registered each time the vintage changes.
- 3.10.4 Board to Board transfers to other liquor jurisdictions in Canada will not be included in the 1,000 case maximum.
- 3.10.5 Only those customers who have been designated by the agency, through the allocation process, will be allowed to purchase the product.
- 3.10.6 The AGLC will not be responsible for the unauthorized purchase of product (at any price) if it is left unallocated.

GUIDELINES

- 3.10.7 In order to set up product allocations, a liquor agency should contact CLS, Inventory Control, Allocations Clerk via telephone at 780-458-4509, fax at 780-458-4515 or email at ConnectSCM@exel.com.
- 3.10.8 The AGLC, at its sole discretion, may approve exceptions to the limit of 1,000 cases for special and/or unique products or circumstances.

SUBJECT: ALLOCATED PRODUCT

- 3.10.9 Requests for exceptions must be made in writing to the Manager, Liquor Supply & Distribution and shall include the reason for the exception.
- 3.10.10 If the total on hand inventory is fully allocated and the calendar year-to-date total allocations do not exceed 1,000 cases (excluding allocations to the product's liquor agency) the product will not appear in the Wholesale Price List. If the total inventory exceeds the total current allocation, the product will appear in the Wholesale Price List. Note: Products must also be at "Active" status, have stock on hand or on order at the time the price list file is captured in order to be printed.

SUBJECT: INSURANCE

GUIDELINES

- 3.11.1 The AGLC will be responsible for insuring the liquor under the terms of its all risk property insurance coverage in force at the time of the loss. Coverage for the liquor shall apply from the time the liquor is accepted at the St. Albert warehouse by the issuance of a signed delivery receipt until such time as it has been loaded for outbound shipment and accepted by the carrier for transport by the issuance of a bill of lading.
- 3.11.2 In the event of loss or damage to liquor, the basis of settlement under the AGLC insurance coverage will be the liquor agency's invoice price.

SUBJECT: PRIVATE LABELS

POLICIES

- 3.12.1 Private label means a product with a label which bears a premises-specific or a trademarked name on the principal display panel (front label). Stickers or strip labels that bear the premises or trademarked name are not acceptable.
- 3.12.2 Private label products that comply with Subsection 3.12 of this Handbook may exceed the allocation limit of 1,000 cases of sales per Product Code.
- 3.12.3 For new product registrations, liquor agencies must indicate to the AGLC if the product is a private label. An example of the private label must be submitted with the registration form of the new product. All private label products must be approved by the AGLC, Product and Pricing, prior to being registered.
- 3.12.4 The liquor agency shall ensure private label products are listed at a wholesale price equal to or greater than the lowest general listed products that the liquor agency has in the same category and product type. If a liquor supplier or liquor agency has only one (1) product in a category and product type, the wholesale price must be equal to or greater than the lowest general listed product of all liquor suppliers or liquor agencies in the same category and product type.
- 3.12.5 The liquor agency shall ensure the lowest general listed product is available at all times (see Subsection 3.12.4). If the product is out of stock for more than a two (2) month period, the agency will be contacted and advised to comply with the private label policy.
- 3.12.6 There are no restrictions on package sizes for private labelled products other than wine, as noted in Subsection 3.4.
- 3.12.7 Private labelled products are subject to all applicable taxes, duties and mark-ups applicable to liquor products in that category.
- 3.12.8 Private labelled products cannot be sold by a Class D licensee to other Class D licensees.
- 3.12.9 The AGLC will not be responsible for the unauthorized purchase of product (at any price) if it is left unallocated.
- 3.12.10 Liquor agencies supplying licensees with private labelled liquor products are subject to the following:

SUBJECT: PRIVATE LABELS

- a) all federal labelling requirements must be met;
- b) any licensee wanting a private labelled product who will meet the minimum order quantity, as set by the liquor agency, will receive equal consideration from the liquor agency; and
- c) private labels cannot be used by liquor agencies as an inducement to licensees whereby they receive a premium product at a discounted price.

GUIDELINES

3.12.11 Private label products will automatically be excluded from printing in the Wholesale Price List; however, they are not automatically allocated. Arrangements to allocate product should be made through CLS. For further information please refer to Subsection 3.10.

SUBJECT: CONTAINERS

POLICIES

- 3.13.1 Beverage containers in Alberta are governed by the Environmental Protection and Enhancement Act and the Beverage Container Recycling Regulation.
- 3.13.2 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).
- 3.13.3 Liquor agencies requesting 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.

GUIDELINES

- 3.13.4 For de-alcoholized beverages, and other non-liquor beverages, where a container deposit and recycling costs are applicable, the agency is responsible for reporting sales to the BCMB.
- 3.13.5 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: WAREHOUSE CHARGES

POLICIES

- 3.14.1 All warehousing charges are determined by CLS as indicated in the CLS Liquor Agency Handbook. The Non-Registered Advanced Shipping Notice Surcharge and the Non-Registered Product Listing Surcharge will be incurred when an agency does not follow the procedures referred to in Subsections 3.1.1 and 3.1.4 of this handbook. All warehousing charges are automatically deducted from the designated consignment payee's account (see Subsection 3.14.5) (Amended Jan., 2014).
- 3.14.2 The New Product Listing Set up charge is applied by CLS not only to products received in the province for the first time, but also to products which have been inactive for two years and have been re-activated. If the product is re-activated within the two (2) year period, the set-up charge is waived.
- 3.14.3 Consignment payments made to agencies are net of warehouse charges. If the consignment payments do not equal or exceed warehouse charges, agencies must pay the outstanding difference directly to CLS.
- 3.14.4 Agencies will be notified by letter of any outstanding warehouse charges. If an agency does not pay the outstanding warehouse charges within the time period specified in the notification letter, the agency's remaining product will be deemed abandoned by the AGLC and may be destroyed.

GUIDELINES

- 3.14.5 CLS will fax or email the Receiving Reports and Receiving Surcharges the night the product is received to a valid fax number or email address CLS has on file. All other warehousing charge details will accompany the consignment payment detail an agency receives once each week.

SUBJECT: ADDED VALUE LIQUOR ("ON-PACKS")

POLICIES

- 3.15.1 Provincial mark-up is assessed on all added value liquor products (on-packs).
- 3.15.2 If the added value liquor product is a registered product and there is inventory on hand, the liquor agency may order the product and do its own on-packing. When the order is picked up, the wholesale price is paid, therefore, mark-up is collected.
- 3.15.3 If the added value liquor product is attached by the agency prior to shipment to the AGLC, or the agency contracts CLS to attach the added value liquor products, then a listing application must be submitted in order to assign the added value liquor product (i.e., the 750 ml plus the 50 ml) a separate Product Code. This ensures the added value liquor product is included in the pricing calculation and, therefore, mark-up is collected. Note: Please refer to the "Product Promotions in Licensed Premises Policy Guidelines" (see Section 5) for further details regarding added value liquor products.
- 3.15.4 If the added value liquor product is attached by the agency prior to shipment to the AGLC, or the agency contracts CLS to attach the added value liquor products, there must be one (1) added value liquor product attached to every base unit in each case.
- 3.15.5 An agency's representative may attach added value liquor products in any quantity at a Class D licensed premises. The liquor licensee may only attach the on-packs by arrangement with the agency.
- 3.15.6 All Canadian labelling requirements must be met on the added-value liquor product.
- 3.15.7 All added value liquor products must be labelled with either of the following phrases: "Sample" or "Not For Resale."
- 3.15.8 The liquor agency shall ensure added value liquor products are listed at a wholesale price equal to or greater than the price of the base sales unit.

SUBJECT: PROCUREMENT OF SAMPLES BY LIQUOR AGENCIES

POLICIES

3.16.1 Liquor agencies may only acquire product samples from manufacturers if:

- a) the product has never been previously registered in Alberta; or
- b) the product has been previously registered, but is archived and is acquired on a one-time basis per agency; or
- c) the product is registered in Alberta and the manufacturer is moving its representation to a new agency; or
- d) the product is used to support:
 - i) a purchase proposal by Alberta licensees (all purchases must be made from the AGLC); or
 - ii) other approved promotional purposes (See Subsections 3.17 and 5.6).

3.16.2 The following product sample amounts are allowed free of the AGLC's mark-up:

- a) four (4) - 750 ml or three (3) - 1,140 ml bottles of spirits;
- b) eight (8) - 750 ml or six (6) - 1,000 ml bottles of wine;
- c) thirty-six (36) - 355 ml or eighteen (18) – 750 ml containers of beer, coolers, or ciders (or less than or equal to these sizes); and
- d) one (1) keg of beer.

Note: Keg samples may be provided in an approved container in the smallest keg size utilized by the liquor agency.

3.16.3 Liquor agencies are responsible to pay the following costs for all product received as samples prior to the product being released by the AGLC (including the quantities that are free of the AGLC's mark-up):

- a) applicable freight charges;
- b) applicable customs and excise duty; and
- c) GST on declared Value for Duty (VFD), customs and excise duty and excess mark-up.

SUBJECT: PROCUREMENT OF SAMPLES BY LIQUOR AGENCIES

- 3.16.4 Freight arrangements are the responsibility of the liquor agency.
- 3.16.5 Any samples not shipped "Delivered at Place" (DAP), may be refused by the AGLC. If the AGLC accepts the shipment, all charges incurred, not paid for by the shipper, will be charged to the liquor agency.
- 3.16.6 The AGLC is not liable for any charges incurred through the shipment of samples, and shall not bear any responsibility for the quality content of any product received as a sample.
- 3.16.7 The liquor agency that has requested samples must forward written notification of all sample requests to the AGLC, Customs & Excise Supervisor at agency.samples@aglc.ca.
- 3.16.8 The liquor agency must use the samples in accordance with all conditions defined in this handbook.
- 3.16.9 Liquor agencies may only request samples directly from the manufacturer and shall advise the manufacturer of the following procedures:
 - a) Sample shipments destined for St. Albert are to be consigned and shipped to the AGLC, Attention: Sample Room, care of the liquor agency;
 - b) Sample shipments destined for liquor agency offices in Alberta are to be consigned to the liquor agency, care of the AGLC (address of the liquor agency must be an address registered with the AGLC). The shipment is held at the bonded carrier's facility until commercial invoices and a manifest/air waybill are received by the AGLC St. Albert office. Once the AGLC clears the shipment, it can be sent directly to the /liquor agency;
 - c) All samples (including those shipped via courier and samples arriving with inventory) are to be shipped directly from the manufacturer to the AGLC for customs clearance and verification. Commercial invoices, listing the liquor agency's name, address and telephone number must be attached to the samples. The invoice must indicate the following for each product shipped:
 - product description

SUBJECT: PROCUREMENT OF SAMPLES BY LIQUOR AGENCIES

- number of bottles
 - size of bottles in ml
 - alc./vol. as per label
 - country of origin as per label; and
 - normal wholesale price.
- d) All sample shipments must be shipped "DAP". "DAP" means the liquor manufacturer is responsible to deliver the goods to the liquor agency. The liquor agency is responsible for the costs outlined in Subsection 3.16.3.
- e) Sample shipments shipped via courier must not contain items other than liquor samples including food items or promotional materials.

SUBJECT: SAMPLING LICENSEES

POLICIES

- 3.17.1 Liquor products purchased at wholesale prices by liquor agencies must only be used as follows:
- a) The product is for the personal use of licensees or their staff;
 - b) The product is donated to a special event licensee for a private non-sale or resale function approved by the AGLC;
 - c) The product cannot be sold to patrons in any licensed premises; and
 - d) The product cannot be shipped out of Alberta.
- 3.17.2 Liquor agencies that purchase liquor at wholesale prices are prohibited from selling the liquor under any circumstances.
- 3.17.3 Each liquor agency wanting to purchase liquor at wholesale prices will be given an Agency Registration Number, which must be used when placing an order. When placing an order the Product Code and case quantity are required.
- 3.17.4 Payment for orders from the St. Albert Warehouse must be made before the product is picked up. Payment options are as follows:
- a) certified cheque;
 - b) bank draft;
 - c) bank money order; or
 - d) an AGLC approved electronic payment option [e.g. electronic bank transfer or IVR (Interactive Voice Response)]. For details about electronic methods of payment, see aglc.ca/licences or contact the AGLC at 780-447-7554.
- 3.17.5 The AGLC will not accept returns of product.
- 3.17.6 All liquor agencies are required to keep detailed records of each bottle or container or product purchased from the AGLC as follows:
- a) name of product purchased;
 - b) product Code;
 - c) quantity purchased;
 - d) name of liquor agency and employee sampling the product;

SUBJECT: SAMPLING LICENSEES

- e) name and address of licensee (that is, licensed premises and employee or staff) receiving product, date of receipt, and quantity of product provided as a sample on this date; and
- f) amount of the product provided to the licensee in the past.

3.17.7 Information for each bottle or container purchased must be made available upon request from the AGLC.

GUIDELINES

3.17.8 Ordering procedures are as follows:

- a) All orders must be placed through the CLS order desk via liquorconnect.com or call the CLS order desk at 1-800-661-8943 (Edmonton and area 780-458-4500) between 6:00 a.m. and 2:30 p.m. Monday through Friday and between 8:00 a.m. to 2:30 p.m. Sunday or fax 1-800-727-8960 / 780-458-4502.
- b) Orders may be picked up from CLS at the St. Albert Warehouse two (2) working days following the placement of the order (between 1:00 p.m. and 3:00 p.m. Tuesday through Thursday and between 10:00 a.m. and 2:00 p.m. Friday).
- c) The liquor agency must contact the Liquor Payment Collection Office at liquor.payment@aglc.ca to finalize the details for payment.

3.17.9 Liquor agencies may buy product to sample licensees from retail liquor stores, general off-sales or general merchandise liquor stores at a price that is equivalent to the licensee's cost. *(Amended Apr 2016)*

SUBJECT: TRANSFER OF AGENCY REPRESENTATION

POLICIES

3.18.1 Agency representation transfers refer to the representation of liquor products being transferred from one registered agency to another.

3.18.2 There are several different scenarios which occur when a transfer of agency representation is pending. In order for the AGLC to implement an agency transfer the AGLC requires certain documentation. The documentation differs depending on the scenario:

a) If there is inventory on hand and the current agency is the consignment payee because it owns the inventory, the AGLC requires:

- a Letter of Authorization from the supplier indicating the new agency as its representative;
- a letter from the supplier cancelling its current agency/supplier agreement (as per the Letter of Authorization);
- an Agency Letter of Understanding from the new agency acknowledging its relationship with the supplier; and
- a letter from the current agency releasing the inventory on hand to the new agency (this letter is normally received after the new agency has purchased the inventory from the current agency and payment has actually been received).

b) If there is inventory on hand and the supplier is the consignment payee because it owns the inventory, the AGLC requires:

- a Letter of Authorization from the supplier indicating the new agency as its representative;
- a letter from the supplier cancelling its current agency/supplier agreement; and
- an Agency Letter of Understanding from the new agency acknowledging its relationship with the supplier.

SUBJECT: TRANSFER OF AGENCY REPRESENTATION

c) If there is no inventory on hand, regardless of who the consignment payee or owner of the product is, the AGLC requires:

- a Letter of Authorization from the supplier indicating the new agency as its representative;
- a letter from the supplier cancelling its current agency/supplier agreement (as per the Letter of Authorization); and
- an Agency Letter of Understanding from the new agency acknowledging its relationship with the supplier.

3.18.3 Agency representation transfers must be implemented on Mondays to be consistent with the weekly consignment payment schedule.

GUIDELINES

3.18.4 In order to be implemented the same week, transfer requests must be submitted no later than 12:00 p.m. on the Wednesday. *(Amended June 2016)*

3.18.5 All documentation regarding agency transfers may be submitted via email to transfers@aglc.ca.

3.18.6 The following forms may be found at aglc.ca (contact the AGLC at 780-447-8956 for a USERID and PASSWORD):

- a) Supplier Letter of Authorization; and
- b) Agency Letter of Understanding.

SUBJECT: BOARD-TO-BOARD TRANSFERS ORIGINATING IN ALBERTA

POLICIES

- 3.19.1 In this section, “Board to Board transfers” mean transfers of liquor product from Alberta to other Canadian liquor jurisdictions.
- 3.19.2 A liquor agency may initiate a transfer of product from Alberta to another provincial liquor jurisdiction at any time.
- 3.19.3 The liquor agency shall obtain an advanced shipping notice from the liquor jurisdiction buying the product *(Amended Jan 2014)*.
- 3.19.4 The liquor agency shall then submit a written request for the Board to Board transfer to CLS along with a copy of the advanced shipping notice. The request and advanced shipping notice shall be emailed to connectinv@exel.com or faxed to the Manager, Inventory Control at 780-418-6511 *(Amended Jan 2014)*.
- 3.19.5 Designated consignment payees are not paid for Board to Board transfers through the consignment payment program, as the product is not sold in Alberta. Instead, the liquor agency must invoice and receive payment for the product(s) from the liquor jurisdiction buying the product.
- 3.19.6 For an “In Bond” transfer, the normal charge to the other liquor jurisdiction is the agency's current invoice price plus the Customs Duty (if applicable). The Customs Duty must be added to the price for the other liquor jurisdiction because in Alberta (upon receipt of inventory) the Customs Duty is paid to Canada Customs & Revenue Agency (CCRA) and then deducted from the liquor agency’s account. The liquor agency will not recover the Customs Duty amount unless the Customs Duty is added to the price for the other liquor jurisdiction. The liquor agency is not limited to charging only the invoice price. The liquor agency can negotiate a different price with the other liquor jurisdiction if desired.
- 3.19.7 For a “Duty Paid” transfer, the normal charge to the other liquor board is the agency's current invoice price plus the Excise Duty, Customs Duty and GST. If the AGLC is responsible to pay these taxes in order to ship the product “Duty Paid” then the AGLC must, in turn, deduct the taxes and duties from the designated consignment payee's account in order to recover them (including the GST). The liquor agency must also add the Customs Duty to the price for the

SUBJECT: BOARD-TO-BOARD TRANSFERS ORIGINATING IN ALBERTA

other liquor jurisdiction because in Alberta (upon receipt of inventory) the Customs Duty will be paid to CCRA and then deducted from the liquor agency's account. The liquor agency will not recover the Customs Duty amount unless the Customs Duty is added to the price for the other liquor jurisdiction. The liquor agency is not limited to charging only the invoice price. The liquor agency can negotiate a different price with the other liquor jurisdiction if desired.

SUBJECT: BOARD-TO-BOARD TRANSFERS - ORIGINATING IN OTHER CANADIAN JURISDICTIONS

POLICIES

- 3.20.1 In this section, “Board to Board transfers” means transfers of liquor products from other Canadian liquor jurisdictions to Alberta.
- 3.20.2 A liquor agency may initiate a transfer of product from another provincial liquor jurisdiction to Alberta at any time.
- 3.20.3 The liquor agency must submit an advanced shipping notice to CLS as outlined in Subsection 3.1.1. The liquor agency must indicate on the advanced shipping notice that the shipment is a Board to Board transfer *(Amended Jan 2014)*.
- 3.20.4 The liquor agency must identify how the other liquor jurisdiction is shipping the product – “In Bond” or “Duty Paid”. The liquor agency should then determine if the current product registration/inventory is at the same status. The AGLC’s Product & Pricing Section may be contacted by email at product@aglc.ca or by telephone at 780-447-8675 to assist in this determination. If the Board to Board transfer is at a different status than that of the current registration/inventory then a new product must be registered in order for CLS to receive the shipment.

SUBJECT: FUTURES

POLICIES

- 3.21.1 In this section, Futures are defined as liquor products which are purchased by a liquor agency a minimum of 12 months prior to being bottled. Liquor Agency Futures Deposits (LAFD) are the deposits received from licensees for payments made by agencies to liquor manufacturers, or their representatives, for Futures products.
- 3.21.2 Licensees may pay a LAFD amount to an agency for Futures.
- 3.21.3 When registering the Futures product the agency must provide an invoice price which includes the LAFD received from the licensees. Due to the nature of Futures products, price changes will be allowed to be made as required, rather than on the normal bi-weekly basis.
- 3.21.4 When registering the Futures product, the agency must provide the AGLC with a list of the LAFDs paid by all licensees for each product code. The following information is required by licensee:
- a) licence number;
 - b) product code;
 - c) number of cases of each product code allocated to this licensee;
 - d) LAFD amount per case for each product code, which must be in whole dollars; and
 - e) total LAFD amount for each licensee for each product code [must agree to c) and d) above].
- 3.21.5 As is standard procedure, licensees will pay the AGLC for the product when purchased. The payment will equal the wholesale amount less the LAFD paid to the agency.
- 3.21.6 Through the consignment payment process, the AGLC will pay the agency its price, less the LAFD paid by each licensee.
- 3.21.7 The onus is on the agency to provide complete and accurate data on the LAFD received from licensees. The AGLC will not be responsible for assuming any financial liability due to incomplete or inaccurate submissions. Any disagreements in the amount of the deposits paid by the licensee or received by the agency must be resolved between the two parties.

SUBJECT: DIRECT SOURCING OF PRODUCTS

POLICIES

- 3.22.1 Former retail wine store licences that converted to Class D retail liquor store licences are permitted to continue to operate as direct source wine stores provided that the sales from these stores are restricted only to wine products, wine-based coolers and ciders.
(Amended June 2014)
- 3.22.2 If the direct source licensee wishes to change the status of the store to a full service liquor store, the direct source licensee will no longer be allowed to direct source any wine products.
- 3.22.3 Wine sales may be made to any class of licensee except if a current direct source store licensee:
- a) 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,
- then the direct source licensee is not permitted to sell or provide direct source product to other Class D liquor stores owned wholly or in part by the direct source licensee.
- 3.22.4 For wines already registered with the AGLC, the direct source licensee will order through CLS. No direct orders of this product to the supplier can be made.
- 3.22.5 Direct source licensee sales summaries and any other similar reporting are not required; however, the AGLC retains the right to audit the direct source licensee in accordance with the provisions of the GLA, GLR or Board policies.
- 3.22.6 The AGLC is the importer of record on all orders.
- 3.22.7 A "New Product Registration" form (9.9) must be completed and submitted to the AGLC Product and Pricing Section via Fax to 780-447-8919 or via email to: product@aglc.ca or through AGLC's Liquor Product & Pricing on the web application in order to register each new product being introduced into the Alberta market. **Note:** It will take the AGLC up to two (2) weeks to process a product registration.
- 3.22.8 All product labelling must meet Canadian Labelling Requirements (see Subsection 3.22.17).

SUBJECT: DIRECT SOURCING OF PRODUCTS

- 3.22.9 In situations where a strip label is to be used CLS may apply the label for a fee or the direct source licensee may apply the approved strip label on each bottle prior to display.
- 3.22.10 The direct source licensee must, for all major orders or repeat orders, work with the liquor supplier to have proper labelling affixed at the source.
- 3.22.11 The direct source licensee must arrange for a "Direct Source Agreement" letter to be signed by the liquor supplier which states that the direct source licensee will pay the supplier directly for products shipped to the AGLC and releasing the AGLC from all associated liabilities.
- 3.22.12 The direct source licensee is required to provide CLS with a detailed advanced shipping notice including advanced shipping notice number, supplier name, direct source licensee name, product code, product description, size, quantity shipped and the estimated date of arrival. Freight carriers are required to schedule unloading at CLS. No appointments will be scheduled without a registered advanced shipping notice. Advanced shipping notices must be faxed to CLS at 780-458-4515, or e-mailed to cls-po@exel.com at least 48 hours prior to scheduling a receiving appointment. In order to process an advanced shipping notice the same day, requests must be received before 2:00 p.m. Any requests received after the 2:00 p.m. deadline will be processed the next business day. Advanced shipping notice amendments should be faxed to CLS 24 hours prior to receiving appointment. If you have any questions regarding registration of 780-418-6500 or e-mail: connectcs@exel.com. All products must be registered with the AGLC before CLS can accept an advanced shipping notice. *(Amended Jan 2014)*
- 3.22.13 Upon ordering the product from CLS (where the product will be originally stored), the direct source licensee must make payment to the AGLC prior to the product being shipped. Payment will be equal to the wholesale price less invoice price (mark-up, customs & excise, recycling, bottle deposit and GST).
- 3.22.14 Once payment is received from the direct source licensee, the product may be picked up or storage arranged for by CLS.

SUBJECT: DIRECT SOURCING OF PRODUCTS

3.22.15 The direct source licensee is responsible for paying the liquor supplier for all directly placed orders.

3.22.16 The direct source licensee is responsible for paying CLS for warehouse charges. Payment must be received by CLS no later than 14 days after receipt of the CLS invoice.

GUIDELINES

3.22.17 Direct source licensees are encouraged to read "Guide to the Labelling of Alcoholic Beverages" in order to be familiar with Canadian labelling requirements. Contact the Canadian Food Inspection Agency for a copy of this document or visit its website at inspection.gc.ca.

SUBJECT: FAULTY PRODUCT CLAIMS

POLICIES

- 3.23.1 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.
- 3.23.2 The AGLC validates all faulty product claims.
- 3.23.3 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).
- 3.23.4 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.
- 3.23.5 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)*
- 3.23.6 Faulty bottles, and cases that are missing bottles, must be kept by the licensee until the AGLC approves disposition. *(Amended Jun 2018)*
- 3.23.7 Faulty products approved for credit by the AGLC must immediately be destroyed. The product must not be made available for resale. *(Amended Jun 2018)*
- 3.23.8 Refund amounts are based on the original wholesale price paid by the licensee to the AGLC.
- 3.23.9 Licensees purchasing product from a retail liquor store must report faulty product claims to the retailer. The retailer may then initiate a

SUBJECT: FAULTY PRODUCT CLAIMS

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

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

3.23.11 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.

3.23.12 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.

3.23.13 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."

3.23.14 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

3.23.15 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)

SUBJECT: FAULTY PRODUCT CLAIMS

- 3.23.16 The following information must be included for all claims:
- a) licensee name, contact information and licence number; *(Amended Jun 2018)*
 - 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).
- 3.23.17 If the faulty product is a customer return, the licensee must also provide:
- a) the person's name, address and phone number; and
 - b) nature of their complaint.
- 3.23.18 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)*
- 3.23.19 Product analysis by the AGLC for faulty product claims may be required.
- 3.23.20 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 *(Amended Jun 2018)*
 - e) insufficient information provided to approve the claim. *(Amended Jun 2018)*
- 3.23.21 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 of Licensee Handbook).

SUBJECT: FAULTY PRODUCT CLAIMS

Products Causing Illness

3.23.22 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: PRODUCT RETURNS AND RECALLS

POLICIES

- 3.24.1 Product Returns are allowed for the following reasons:
- a) recalled product (either issued by the Canadian Food Inspection Agency, AGLC or the liquor agency);
 - b) stale-dated product (**Note:** Stale-dated product refers to a product that has surpassed a “best before” date or “stale-date” indicated on the product label and/or container. Stale-dated does not refer to older/out-dated vintages of wine); or
 - c) faulty product.
- 3.24.2 Return of inventory to CLS for reasons other than outlined in 3.24.1 will not be allowed.

GUIDELINES

Returns to CLS:

- 3.24.3 The agency is responsible for approving all product returns from licensees. If the liquor agency approves a return, the agency must provide written authorization to CLS Customer Service via email to: connectcs@exel.com or fax at 780-458-4502. The authorization must specify which party (either the liquor agency or the licensee) will be responsible for the freight and re-stocking charges. Re-stocking charges apply even if the product will be returned to the supplier or destroyed.
- 3.24.4 Once the agency has provided written authorization, CLS Customer Service will make arrangements for completion of a CLS Product Return Authorization form and the actual return of the product.

Returns To Other Warehouse

- 3.24.5 The warehouse is responsible for approving all product returns from licensees.
- 3.24.6 Licensees must comply with each warehouse’s specified procedures.

Product Recalls

- 3.24.7 Agencies may voluntarily recall a product. Before the product is recalled the agency will:

SUBJECT: PRODUCT RETURNS AND RECALLS

- a) advise the AGLC of the recall and the reason for the product recall;
- b) contact CLS Customer Service (via email at connectcs@exel.com or fax at 780-458-4502) to arrange for the product to be returned to the CLS warehouse; and
- c) advise licensees of the procedures to follow for returning the product.

SECTION: LIQUOR PRODUCTS

NUMBER: 3.25

LIQUOR AGENCY HANDBOOK

PAGE 1 OF 1

SUBJECT: EXCLUSIVITY AGREEMENTS

(Moved to Section 4.6 Dec 2016)

DATE ISSUED: December 12, 2016

AUTHORITY:

Original signed by
Susan Green

SUBJECT: ASSISTING SPECIAL EVENT LICENSEES

GUIDELINES

- 3.26.1 A liquor agency may provide assistance to the convenor of a special event licence function as follows:
- a) advise on variety, brands and quantities of liquor required for the function;
 - b) the availability, price range and nature of the recommended liquor; and
 - c) the procedure and information required to obtain the special event licence.
- 3.26.2 A liquor agency may make arrangements for delivery of liquor and pay for the delivery fees, however, a liquor agency may not pick up and deliver liquor from the point of purchase nor return it to the point of purchase for refund.
- 3.26.3 If the special event licensee wishes the liquor agency to act on his/her behalf, the agency will obtain a signed Special Event Licence Authorization Letter (see Subsection 7.7) available at any retail liquor store, completed by the special event licensee which provides authorization to purchase the required licence and liquor. The liquor agency must obtain payment in advance from the convenor to cover the full cost of the licence, the liquor, and associated expenses.

SUBJECT: PERSONAL IMPORTATION OF LIQUOR

GUIDELINES

3.27.1 Pursuant to section 89 of the Gaming and Liquor Regulation, an adult may import liquor purchased in a province or territory other than Alberta for personal use and consumption in Alberta in accordance with this policy:

- a) An adult may bring liquor into Alberta from another province or territory in any quantity for personal use if the liquor is:
 - i) in the direct possession of the individual; or
 - ii) as part of the individual's baggage, where the individual and individual's baggage are being carried on board the same vehicle, aircraft, boat, or other conveyance.
- b) An adult may cause liquor to be brought into Alberta from another province or territory in any quantity in the following manner:
 - i) contact a Class D (Retail Liquor Store) licensee and request that the product be brought into Alberta and the quantity desired; or
 - ii) contact a registered liquor agency and request that the product be brought into Alberta and the quantity desired.

Note: There are no minimum or maximum quantity requirements.

3.27.2 For the purposes of Subsection 3.27.1b) i) above, a retail liquor store licensee, requested by an adult to bring a product into Alberta will contact a registered liquor agency to arrange for the importation, or refer the adult to another retail liquor store licensee or directly to an agency to make the arrangements.

3.27.3 For the purposes of Subsections 3.27.1b) ii) or 3.27.2 above, the following process describes how a registered liquor agency will bring a product into Alberta when requested to do so:

- a) if the product is not already registered in Alberta, the agency or supplier can register the product pursuant to Section 3 of this handbook.

SUBJECT: PERSONAL IMPORTATION OF LIQUOR

- b) product registration is completed within two weeks of the AGLC's receipt of a completed New Product Registration Form (see Section 3.1); and
 - c) once registered, products may be immediately shipped into Alberta via the CLS warehouse to licensees.
- 3.27.4 Product imported pursuant to Subsections 3.27.1b) i) or 3.27.1b) ii) may be picked up from, or delivered by, the retail liquor store licensee to the adult who ordered it.
- 3.27.5 Adults who wish to access liquor from inside of Alberta have several options:
- a) Search for the product on LiquorConnect.com. Thousands of liquor products are registered for sale in Alberta, but may not be stocked by all retail liquor stores. LiquorConnect.com shows which products are available, and at which stores;
 - b) Speak with staff or management at retail liquor stores. Products which are not on the shelves may be brought in at customer request;
 - c) If products are not currently available in Alberta, retail liquor stores are able to work with registered liquor agencies in order to have them brought in.
 - d) Individuals may also contact agencies directly by searching for similar products at LiquorConnect.com. View agent details for similar(s) and contact the agency to request that the product be brought into Alberta.
 - e) Orders may be taken on-line by liquor stores that choose to offer this option. Retail liquor stores are authorized to sell and deliver liquor to adults in accordance with their liquor licence.

(Subsections 3.27.1 – 3.27.5 Added Feb 2014)

SUBJECT: GENERAL INFORMATION

POLICIES

4.1.1 For all of Section 4:

- 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; 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)*

4.1.2 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.

4.1.3 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).

4.1.4 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

- 4.1.5 Brand advertising is allowed by a liquor supplier or a manufacturer's off-sales licensee. Brand advertising by Class A, B and C licensees must comply with Subsection 4.2.3 and brand advertising by Class D licensees must comply with Subsection 4.3.3.
- 4.1.6 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.
- 4.1.7 A liquor agency is not allowed to pay any advertising costs for a licensee, either directly or indirectly.
- 4.1.8 An agency's advertising must not be directed to a particular licensee /chain of licensees.
- 4.1.9 Advertising not specifically addressed in this section requires the prior approval of the AGLC.

GUIDELINES

- 4.1.10 Advertising which promotes the responsible consumption of liquor (i.e., legal, moderate and safe) is highly recommended and supported by the AGLC.
- 4.1.11 Advertising may be of any size, frequency and duration, within the limits set by the CRTC and other regulators.
- 4.1.12 References to brand advertising do not apply to Special Event licensees.
- 4.1.13 Corporate or brand identification may be used in public service or community advertising.
- 4.1.14 Liquor agencies and licensees are responsible to ensure their advertising complies with these policies, including any advertising conducted by a third party.
- 4.1.15 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

- 4.2.1 A licensee may advertise the name of the licensed premises and the services offered according to the type of licence(s) held.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 A licensee may advertise:
- a) liquor at reduced or discounted prices as long as the prices are not below the minimum prices specified in Subsections 5.2.3 and 5.2.4 of the Licensee Handbook);
 - b) "Happy Hours", as long as they comply to Subsections 5.2.6 and 5.2.7 of the Licensee Handbook;
 - c) daily specials, as long as the prices are in effect for all hours of liquor service on a specified day;
 - d) "Buckets of Beer," providing the pricing complies to Subsection 5.2.9 of the Licensee Handbook.
- 4.2.5 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 of the Licensee Handbook.

SUBJECT: ADVERTISING BY CLASS A, B AND C LICENSEES

GUIDELINES

- 4.2.6 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.
- 4.2.7 Television broadcasts from licensed premises should focus on the entertainment, although some shots may include portions of the audience.
- 4.2.8 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 LICENCEES AND DUTY FREE STORES

POLICIES

- 4.3.1 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.
- 4.3.2 Comparative price advertising is allowed, but must not disparage a competitor or competitor's product (see Subsection 4.1.4 f).
- 4.3.3 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.
- 4.3.4 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).
- 4.3.5 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

SUBJECT: ADVERTISING BY CLASS D LICENCEES AND DUTY FREE STORES

for wholesale purchase by other licensees and are not referred to by the other business's name.

- 4.3.6 The restrictions of Section 4.3.3 also apply to any retail liquor store which uses the trademark name of another business or company not owned or operated by the licensee.
- 4.3.7 Class D liquor delivery service advertising must not promote the use, sale or consumption of liquor.
- 4.3.8 Signage for a Class D licensed premises must comply with Subsection 3.3 of the Retail Liquor Store Handbook (link: [RLSH](#)).

SUBJECT: ADVERTISING BY SPECIAL EVENT LICENSEES

POLICIES

- 4.4.1 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

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

SUBJECT: ADVERTISING CONTENT RESTRICTIONS

POLICIES

- 4.5.1 Drinking Scenes (applies to brand advertising by liquor agencies):
- 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 (1) 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.
- 4.5.2 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

- 4.5.3 Drinking Scenes (applies to brand advertising by liquor agencies):
- 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.
- 4.5.4 A product endorsement by a well-known personality or look-a-like should not imply that drinking liquor contributed to their success.
- 4.5.5 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

- 4.6.1 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)*
- 4.6.2 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)*
- 4.6.3 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)*
- 4.6.4 EAs apply to the licensed area(s) only. *(Added Dec 2016)*
- 4.6.5 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)

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

4.6.6 Eligible locations for these events are:

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

4.6.7 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 Subsections 4.6.5 (e.g. lounge within a team's arena).

(Added Dec 2016)

4.6.8 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)

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

4.6.9 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)*

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

<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

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

SPONSORSHIPS

4.6.12 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)*

4.6.13 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.

4.6.14 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

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

- c) if the contest is conducted on licensed premises, the licensee must also comply with Subsection 5.7.1
- 4.6.15 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)*
- 4.6.16 A sponsored event held on-campus at an educational institution must have the prior approval of the institution's administration.
- 4.6.17 Corporate or brand names and logos may:
 - 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).
- 4.6.18 A corporate or brand name and logo may be displayed on a corporate vehicle and the vehicle may appear at a sponsored event.
- 4.6.19 A liquor agency, supplier or licensee may own a sports franchise.
- 4.6.20 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.
- 4.6.21 The focus of sponsorship advertising shall be on the event or activity being sponsored, and not a liquor agency, supplier or brand.

SUBJECT: EXCLUSIVITY AGREEMENTS & SPONSORSHIPS

GUIDELINES

- 4.6.22 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

- 4.6.23 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

4.7.1 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 agency 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 tastings. 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.)

4.7.2 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

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

SUBJECT: MARKET RESEARCH

POLICIES

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

4.8.2 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 Subsection 4.8.3).
- e) A taste test:
 - i) may include liquor products not currently available for sale in Alberta, but have been processed by the AGLC (see Subsection 5.6.1c); and
 - ii) must not allow participants to consume more than a single serving of the liquor.

GUIDELINES

4.8.3 A taste test conducted in a non-licensed area requires a Private Non-Sale Special Event licence. This licence, which includes the words "Not for Consumption," authorizes transportation of the liquor to

SUBJECT: MARKET RESEARCH

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

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

SUBJECT: HOSTING NO SALE FUNCTIONS

POLICIES

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

SUBJECT: HOSPITALITY ROOMS

POLICIES

4.10.1 A hospitality room for hosting individuals, groups or organizations where liquor is served for consumption may be provided at a manufacturer's facility or the offices of a liquor agency as follows:

- a) the manufacturer designating an appropriate room in a private reception area which is registered and approved by the AGLC; or
- b) the liquor agency designating an appropriate room in a private reception area on their premises and obtaining a Hospitality Licence from the AGLC.

4.10.2 A manufacturer (Class E licensee) must purchase all liquor products from the AGLC as follows:

- a) Report liquor transfers and submit cheques as prescribed below:
 - i) the manufacturer must maintain records of product transferred to the hospitality room;
 - ii) the manufacturer must report monthly product transfers to the AGLC by the 15th day following each month end;
 - iii) the report will include a calculation of the mark-up, GST, container deposit, and recycling costs for all product transferred; and
 - iv) the manufacturer must submit a cheque payable to the AGLC for the mark-up, GST, container deposit, and recycling costs with the report;or
- b) the manufacturer purchases product through the Class D manufacturer's off sales licence prior to transfer to hospitality room; and
- c) the manufacturer maintains a written record of all transfers and the amount of product used at each hosting. The record must be made available for review upon request of the AGLC.

4.10.3 A liquor agency with a Hospitality Licence may purchase liquor product as follows:

SUBJECT: HOSPITALITY ROOMS

- a) from a Class D licensee;
- b) product they represent from the AGLC at wholesale prices when the product is used only for sampling licensees; and
- c) a record must be maintained of all product purchased and the amount of product used at each hosting. The record must be made available for review upon request of the AGLC.

4.10.4 Liquor service may only take place between the hours of 10:00 a.m. and 2:00 a.m. and consumption of liquor is permitted until 3:00 a.m.

4.10.5 A licensee must ensure no liquor service is provided to a minor.

4.10.6 A licensee must ensure no liquor service is provided to an intoxicated person and no intoxicated person is permitted to consume liquor.

4.10.7 A licensee must maintain a guest book and require all guests to sign in the book.

4.10.8 A licensee must not advertise hosting activities or the providing of samples.

SUBJECT: GENERAL INFORMATION

POLICIES

5.1.1 For all of Section 5:

- 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)*

5.1.2 A product promotion must not encourage the irresponsible use, consumption or service of liquor.

5.1.3 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 Subsection 5.5) and sampling (see Subsection 5.6).
- b) The promotion must take place in licensed premises.

5.1.4 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.

5.1.5 A product promotion may be co-sponsored by a third party.

Product promotions not specifically addressed in Section 5 require the prior approval of the AGLC.

SUBJECT: PROHIBITED INDUCEMENTS AND BENEFITS

POLICIES

- 5.2.1 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.
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 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)*
- 5.2.6 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 5.6; 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 5.2.9.1); *(Amended Aug 2013)*

iii) refrigeration or dispensing equipment (except refrigerators noted in Subsection 5.2.9.1; dispensing equipment noted in 5.2.9.2 and tap handles noted in 5.2.10) *(Amended Feb 2018)*

iv) menu printing; or

v) other items considered essential to operating a licensed premises (see Section 5.2.10).

5.2.6.1 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)*

5.2.7 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.

5.2.8 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 5.2.5 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

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

5.2.9.1 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)*

5.2.9.2 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)

5.2.9.3 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)*

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

- | | |
|---|--|
| • aprons or hats for staff | • glasses and mugs |
| • bar towels | • ice buckets |
| • bottle openers and corkscrews | • inflatables |
| • interior branded signs (must not contain or display the licensee's business name) | • lapel pins |
| • clocks | • mirrors |
| • coasters | • napkins |
| • condiment caddies | • patio umbrellas |
| • draught tap handles | • place mats |
| • drip mats | • posters |
| • flags, pennants and banners | • promotional fridges (see Sec. 5.2.9.1a) |
| • fruit slicers | • promotional racks (see Section 5.2.9.1b) |
| | • sandwich boards |
| | • serving trays |
| | • tent cards and inserts |

(Amended Apr 2016)

5.2.11 The following conditions apply to the non-essential items listed in subsection 5.2.10:

- 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

5.2.12 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

- 5.3.1 "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.
- 5.3.2 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 Subsection 5.5) and added-value items for existing inventory (see Subsection 5.8). 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 Mar 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 Apr 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).

5.3.3 A copy of the 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 have 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). *(Amended Apr 2016)*

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

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

GUIDELINES

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

5.3.7 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

5.4.1 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.

5.4.2 A liquor agency 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 agency and licensee must have a written buy/sell agreement (see Subsection 5.3);
- 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

5.4.3 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

5.5.1 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)

5.5.2 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).

5.5.3 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.

5.5.4 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 5.3). 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)*

5.5.5 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 5.5.7) 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)

5.5.6 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)*

5.5.7 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

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

SUBJECT: PRODUCT SAMPLING

POLICIES

5.6.1 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
 - refreshment beverages – 4 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 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.
- e) A licensee may be provided with samples of a specific product only twice per calendar year. *(Amended Apr 2016)*

5.6.2 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.

SUBJECT: PRODUCT SAMPLING

- c) A no-sale function at an unlicensed location requires a Private Non-Sale Special Event licence (see Subsection 9.2 of the Licensee Handbook).
- 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.

SUBJECT: GENERAL PRODUCT PROMOTIONS

POLICIES

- 5.7.1 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).
- 5.7.2 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. *(Added Apr 2016)*

SUBJECT: GENERAL PRODUCT PROMOTIONS

- 5.7.3 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.
- 5.7.4 A licensee may reduce the price of one or more products as part of a promotion, as long as the price complies to the minimum prices specified in Subsection 5.2 of the Licensee Handbook.
- 5.7.5 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 Subsection 5.8).
 - d) Receipt of a voucher must not be conditional on the purchase of a liquor agency'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.

SUBJECT: GENERAL PRODUCT PROMOTIONS

GUIDELINES

- 5.7.6 There is no limit to prize value.
- 5.7.7 The liquor agency is not required to be present during these types of product promotions.
- 5.7.8 A licensee has the right to decide whether or not to participate in a voucher promotion.

SUBJECT: ADDED-VALUE PROMOTIONS

POLICIES

- 5.8.1 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.
- 5.8.2 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 Subsection 5.8.4b), 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 a 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.).

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

a) On-Pack

A liquor on-pack item must be attached to the liquor product with a plastic ring, elastic band, shrink wrap or similar method by:

- i) the liquor agency, at its plant;
- ii) the liquor agency's employee;
- iii) Connect Logistics Services Inc., at the Liquor Distribution Centre in St. Albert (a fee is charged for this service); or
- iv) 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 agency of the item.
- ii) The item must be offered only with the purchase of the specified product. *(Amended Apr 2016)*

5.8.4 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.
- b) The cost of an added-value item must not exceed 15 per cent of the wholesale price of the liquor product being promoted,

SUBJECT: ADDED-VALUE PROMOTIONS

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 a 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 5.8.10).
- 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.

5.8.5 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 of the Licensee Handbook);
- c) The items may identify the licensee's premises; and
- d) Money-off coupons for liquor purchases are acceptable.

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

5.8.7 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

SUBJECT: ADDED-VALUE PROMOTIONS

Board (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).

5.8.8 Added-value promotions which do not comply with all of the policies in this section require the prior approval of the AGLC.

5.8.9 The Board reserves the right to set limits on the quantity of liquor provided to a licensee for an added-value promotion.

5.8.10 Added-value items may not be taken by a licensee for their personal use or provided to staff.

SUBJECT: INCIDENT REPORTS

GUIDELINES

- 6.1.1 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 registrant within 17 working days of the date it is finalized.
- 6.1.2 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 Subsection 6.2).
- 6.1.3 On reviewing an Incident Report, the Board may decide to impose a penalty with or without a hearing (see Subsections 6.2 and 6.3).

SUBJECT: NOTICE OF ADMINISTRATIVE SANCTION

POLICIES

Board-Imposed Administrative Sanctions

6.2.1 The Board may discipline a registrant for alleged violation(s) by imposing administrative sanctions. 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 registration or remove or change the existing conditions on a registration;
- c) impose a fine on an registrant of up to \$200,000 and refuse to issue or reinstate a registration until the fine is paid; and/or
- d) suspend or cancel a registration.

6.2.2 Where the Board imposes administrative sanctions without a hearing, the registrant will receive written notice and related documentation including, but not limited to:

- a) a copy of the Incident Report;
- b) the Administrative Sanction Guidelines; and
- c) a Waiver of Board Hearing Witnesses form.

6.2.3 Where the Board imposes administrative sanctions without a hearing and the registrant requests a hearing, it will be scheduled within sixty (60) days.

6.2.4 Where the Board determines a hearing is warranted, the registrant 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 Administrative Sanction Guidelines; and
- d) the Waiver of Board Hearing Witnesses form.

Administrative Sanctions Imposed by the CEO

6.2.5 Under Section 17(1) of the GLA, the Board may delegate the Chief Executive Officer (CEO) to:

- a) issue a warning;

SUBJECT: NOTICE OF ADMINISTRATIVE SANCTION

- b) impose conditions on a registration or remove or change the existing conditions on a registration; or
- c) impose administrative sanctions, including fines and suspensions.

6.2.6 The CEO may sub-delegate authority to:

- a) issue a warning;
- b) impose conditions; or
- c) impose administrative sanctions.

6.2.7 Where the CEO imposes an Administrative Sanction, the registrant 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 Administrative Sanction Guidelines; and
- e) the Waiver of Board Hearing Witnesses.

6.2.8 On receiving a Notice of Administrative Sanction and supporting materials, a registrant may respond in one of the following ways:

- a) Accept the Incident Report as written and the administrative sanction. The agency must return the completed consent form (see Section 13.2.7b) to the AGLC within 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 Subsection 6.3). The registrant must sign and return the Waiver of Board Hearing Witnesses.
- c) Dispute the Incident Report and proceed with a Board hearing (see Subsection 6.3).

Seized Liquor

6.2.9 A registrant who consents to an administrative sanction imposed by the Board or the CEO forfeits (gives up) any seized liquor to the AGLC for destruction.

SUBJECT: PENALTY GUIDELINES

POLICIES

6.3.1 The Board has established penalty guidelines for specific violations (attached). Penalties may vary from the guidelines at the discretion of the Board, depending on the circumstances of the violation.

PENALTY GUIDELINES

VIOLATION	PENALTY NORMALLY IMPOSED FOR SUCCESSIVE VIOLATIONS OF A SIMILAR NATURE			
	1st Hearing/ Violation(s)	2nd Hearing/ Violation(s)	3rd Hearing/ Violation(s)	Subsequent Hearing/Violation(s)
ILLEGAL MANUFACTURE, IMPORTATION, PURCHASING, POSSESSION, STORAGE, SALE OR CONSUMPTION OF LIQUOR				
1. Illegal manufacture of liquor [GLA s. 50].	Up to cancellation and/or up to \$200,000 fine.			
2. Illegal importation or transportation of liquor [GLA s. 50].	Up to cancellation and/or up to \$50,000 fine.			
3. Purchase of illegal liquor [GLA s. 50, GLA s. 68(1)(a)].	30 days to cancellation and/or up to \$25,000 fine.			
4. Possession or storage of illegal liquor [GLA s. 50].	Up to cancellation and/or up to \$25,000 fine.			
5. Sell or give illegal liquor [GLA s. 50].	Up to cancellation and/or up to \$200,000 fine.			
6. Use or consumption of illegal liquor [GLA s. 50].	Up to cancellation and/or up to \$25,000 fine.			

DATE ISSUED: November 27, 2012

AUTHORITY:

Original signed by
Marguerite Trussler

SUBJECT: PENALTY GUIDELINES

VIOLATION	PENALTY NORMALLY IMPOSED FOR SUCCESSIVE VIOLATIONS OF A SIMILAR NATURE			
	1st Hearing/ Violation(s)	2nd Hearing/ Violation(s)	3rd Hearing/ Violation(s)	Subsequent Hearing/Violation(s)

ILLEGAL ACTIVITY

7. Permitting on licensed premises an activity which is contrary to any municipal bylaw or any Act or regulation of Alberta or Canada or detrimental to the orderly operation of the premises [GLA s. 69(1)(a)(b)].	Up to cancellation and/or up to \$20,000 fine.			
8. Permitting an activity which may be injurious to the health or safety of people in the premises [GLA s. 69(1)(c)].	Up to cancellation and/or up to \$20,000 fine.			

INDUCEMENTS

9. Liquor supplier or liquor agency offering or providing inducements [GLR s. 81].	Up to cancellation and/or up to 100% value of inducement.			
10. Liquor supplier or liquor agency entering into an agreement with licensee to sell liquor of the supplier or agency [GLA s. 66(1)].	Up to cancellation and/or up to 100% value of inducement.			
11. Licensee entering into an agreement with liquor supplier or liquor agency to sell the liquor of the supplier or agency [GLA s. 66(2)].	Up to cancellation and/or up to 100% value of inducement.			

DATE ISSUED: November 27, 2012

AUTHORITY: Original signed by Marguerite Trussler

SUBJECT: PENALTY GUIDELINES

VIOLATION	PENALTY NORMALLY IMPOSED FOR SUCCESSIVE VIOLATIONS OF A SIMILAR NATURE			
	1st Hearing/ Violation(s)	2nd Hearing/ Violation(s)	3rd Hearing/ Violation(s)	Subsequent Hearing/Violation(s)
12. Licensee requesting or accepting inducements [GLR s. 82(2)].	Up to cancellation and/or up to 100% value of inducement.			
BOARD POLICIES				
13. Contravention of Board policies that are a condition of a liquor	Up to cancellation and/or up to			
14. Contravention of Board policies that are a condition of a registration [GLR s. 17(1)].	Up to cancellation and/or up to \$5,000 fine.			
MINORS				
15. Permit a person to give or sell liquor to a minor in licensed premises [GLA s. 75].	Up to 12 days and/or up to \$5,000 fine.	Up to 24 days and/or up to \$10,000 fine.	Up to cancellation.	Up to cancellation.
16. Give or sell liquor to a minor in licensed premises [GLA s. 75].	Up to 12 days and/or up to \$5,000 fine.	Up to 24 days and/or up to \$10,000 fine.	Up to cancellation.	Up to cancellation.
17. Permit a minor in licensed premises where minors are prohibited [GLA s. 74(3)].	Up to 16 days and/or up to \$4,000 fine.	Up to 32 days and/or up to \$8,000 fine.	Up to cancellation.	Up to cancellation.
18. Failure to request identification from a person who appears to be under 25 [GLA s.	6 days and/or up to \$1,500 fine.	Up to 12 days and/or up to \$3,000 fine.	Up to 24 days and/or up to \$6,000 fine.	Up to cancellation.

DATE ISSUED: November 27, 2012

AUTHORITY: Original signed by Marguerite Trussler

SUBJECT: PENALTY GUIDELINES

VIOLATION	PENALTY NORMALLY IMPOSED FOR SUCCESSIVE VIOLATIONS OF A SIMILAR NATURE			
	1st Hearing/ Violation(s)	2nd Hearing/ Violation(s)	3rd Hearing/ Violation(s)	Subsequent Hearing/Violation(s)
74(1)].				
INTOXICATION				
19. Selling or providing liquor to a person apparently intoxicated by alcohol or a drug [GLA s. 75.1(a)].	Up to 20 days and/or up to \$5,000 fine.	Up to 40 days and/or up to \$10,000 fine.	Up to 80 days and/or up to \$20,000 fine.	Up to cancellation.
20. Permitting a person apparently intoxicated by alcohol or a drug to consume liquor on licensed premises [GLA s. 75.1(b)].	Up to 20 days and/or up to \$5,000 fine.	Up to 40 days and/or up to \$10,000 fine.	Up to 80 days and/or up to \$20,000 fine.	Up to cancellation.
21. Permitting a person apparently intoxicated by liquor or a drug to take part in a gaming activity or provincial lottery that is conducted in the licensed premises [GLA s. 75.1(c)].	Up to 6 days and/or up to \$1,500 fine.	Up to 12 days and/or up to \$3,000 fine.	Up to 24 days and/or up to \$6,000 fine.	Up to cancellation.
ILLEGAL REMOVAL OF LIQUOR				
22. Removal of liquor from licensed premises other than in accordance with the Act and Regulation [GLR s. 91.1(2)].	Up to 10 days and/or up to \$2,500 fine.	Up to 20 days and/or up to \$5,000 fine.	Up to 40 days and/or up to \$20,000 fine.	Up to cancellation.
SALE OR CONSUMPTION AFTER HOURS				
23. Sell or provide liquor on a licensed premises during hours when not permitted, or on a day when not permitted	Up to 6 days and/or up to \$1,500 fine.	Up to 15 days and/or up to \$3,000 fine.	Up to 30 days and/or up to \$20,000	Up to cancellation.

DATE ISSUED: November 27, 2012

AUTHORITY: Original signed by Marguerite Trussler

SUBJECT: PENALTY GUIDELINES

VIOLATION	PENALTY NORMALLY IMPOSED FOR SUCCESSIVE VIOLATIONS OF A SIMILAR NATURE			
	1st Hearing/ Violation(s)	2nd Hearing/ Violation(s)	3rd Hearing/ Violation(s)	Subsequent Hearing/Violation(s)
[GLA s. 68(1)(b)].			fine.	
24. Permit the consumption of liquor on a licensed premises during hours when not permitted or on a day when not permitted [GLA s. 71(3)].	Up to 6 days and/or up to \$1,500 fine.	Up to 15 days and/or up to \$3,000 fine.	Up to 30 days and/or up to \$20,000 fine.	Up to cancellation.
25. Allowing unauthorized person on licensed premises when sale and consumption of liquor is prohibited [GLA s. 71(2)].	Up to 4 days and/or up to \$1,000 fine.	Up to 8 days and/or up to \$2,000 fine.	Up to 16 days and/or up to \$4,000 fine.	Up to cancellation.
ENTERTAINMENT				
26. Providing entertainment prohibited by the Board [GLR s. 95(2)].	Up to 2 days and/or suspension of entertainment authorization for a specified period and/or up to \$1,000 fine.	Up to 7 days and/or up to \$2,000 fine.	Up to 28 days and/or up to \$4,000 fine.	Up to cancellation.
OBSTRUCTION				
27. Obstruct, hinder or impede an inspector in the performance of his duties [GLA s. 99].	Up to 14 days and/or up to \$5,000 fine.	Up to 28 days and/or up to \$10,000 fine.	Up to cancellation.	Up to cancellation.

SUBJECT: BOARD HEARINGS

POLICIES

- 6.4.1 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 registrant receives notice of a penalty imposed by the Board or the CEO, and the registrant requests a hearing; or
 - c) a registrant receives notice of a proposed administrative sanction from the CEO and the registrant does not return a completed Consent to Proposed Specified Penalty form within 14 calendar days.
- 6.4.2 An agency may waive a requirement for AGLC witnesses by completing a Waiver of Hearing Witnesses form (REG/5191):
- a) By signing the Waiver form, the registrant accepts the Incident Report as written and waives the need to call AGLC witnesses (see Subsection 6.2.7). 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.
- 6.4.3 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

- 6.4.4 The Hearing Panel must provide the registrant with a written copy of the hearing results and its reasons for confirming, changing or cancelling the original decision.

NON-DISCIPLINARY MATTERS

- 6.4.5 Under Section 91(4) of the GLA, any registrant 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 conditions imposed on a registration. The registrant 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 registrant's reasons for requesting the hearing. A Board hearing will be scheduled within 60 days of receiving a registrant's application. The registrant may attend the hearing and make representations to the Hearing Panel.

SUBJECT: LIST OF FORMS

GUIDELINES

- 7.1.1 Liquor Agency Registration Application (Form LIC/5248)
- 7.1.2 Liquor Agency Particulars of Incorporation of Company (Form LIC/5231)
- 7.1.3 Particulars of Individual (Form LIC/5013)
- 7.1.4 Acknowledgement and Undertaking (Liquor Supplier or Liquor Agency) (Form LIC/5228-1)
- 7.1.5 Statutory Declaration (Form LIC/5214)

Miscellaneous Forms:

- 7.1.6 Buy-Sell Agreement (Form REG/LIC 5232)
- 7.1.7 Special Event Licence Authorization Letter (Bearer Order Form) (Form LIC/P/793)
- 7.1.8 Consent to Proposed Board Decision
- 7.1.9 Waiver of Board Hearing Witnesses (Form LIC/5191-1)

APPLICATION FOR LIQUOR AGENCY REGISTRATION

NAME OF REGISTRANT:

(e.g., Company, Partnership or Individual)

OPERATING NAME:

STREET ADDRESS:

CITY/TOWN:

PROVINCE:

POSTAL CODE:

MAILING ADDRESS:

CITY/TOWN:

PROVINCE:

POSTAL CODE:

CONTACT NAME:

PHONE:

EMAIL ADDRESS:

FAX:

BY SIGNATURE I / WE CERTIFY THE ABOVE INFORMATION IS CORRECT.

DATE:

X

SIGNATURE OF REGISTRANT

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, Alberta T8N 3T5

Telephone: 780-447-8600

Toll-free: 1-800-272-8876

Fax: 780-447-8911

PARTICULARS OF INCORPORATION OF COMPANY

Operating/Trade Name: _____			
Street Address: _____			
City/Town: _____			Postal Code _____
- - - - -		- - - - -	
Telephone _____	Fax _____	Email _____	
Name of Corporation: _____			
Date of Incorporation _____		Date of Registration in Alberta (if applicable) _____	

DIRECTORS:

Name	Address	Phone Number	Position Held

SHAREHOLDERS: (both voting and non-voting, and the number and class of shares that each holds)

as of the _____ day of _____, 20 _____

Name	Address	No. of Shares Held

CERTIFIED CORRECT by an authorized director of the Corporation, and by a Barrister, CA, CGA, or CMA, as of the

_____ day of _____, 20 _____

_____ (Signature) BARRISTER, CA, CGA, or CMA	_____ (Signature of Director)
_____ (Firm)	_____ (please print name)

ANY CHANGE IN DIRECTORS OR SHAREHOLDERS MUST BE IMMEDIATELY REPORTED TO THE AGLC.

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PARTICULARS OF INDIVIDUAL

NAME	Surname	First Name	Middle Name(s) (in full)
MAIDEN NAME	OTHER NAMES		
DATE OF BIRTH	<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Year</div> <div style="width: 20%;">Month</div> <div style="width: 20%;">Day</div> </div>	<input type="checkbox"/> CANADIAN CITIZEN <input type="checkbox"/> LANDED IMMIGRANT	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
PLACE OF BIRTH	TELEPHONE Res ()		
HOME ADDRESS	Bus ()		
	City	Postal Code	Cell ()
			Fax ()
EMAIL ADDRESS			

Please check (✓)

☐ Licensee/Registrant

☐ Director

☐ Shareholder

☐ General Manager

☐ Manager

NAME OF APPLICANT: (Company, Partnership)		
NAME OF PREMISES/AGENCY: (Operating/Trade Name)		
STREET ADDRESS		
	City	Postal Code

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Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta T8N 3T5
Telephone: 780-447-8600
Toll-free: 1-800-272-8876

ACKNOWLEDGEMENT AND UNDERTAKING

TO: THE ALBERTA GAMING AND LIQUOR COMMISSION (AGLC)

1. The liquor agency named below understands his or her legal obligations under:
 - a) the *Gaming and Liquor Act*, specifically Sections 62, 66(1) and 67(2);
 - b) the Gaming and Liquor Regulation, specifically Sections 72-74, 80-85, and 87; and
 - c) AGLC Policy Guidelines: Product Promotions in Licensed Premises.
2. The liquor agency acknowledges responsibility to ensure its' staff becomes aware of the requirement contained in this Acknowledgement and Undertaking.
3. The liquor agency confirms that it has not entered into any verbal or written, express or implied agreement with a licensee or licensee staff (hereafter referred to as "licensee") to sell any particular brand, class, kind or type of liquor, whether beer, spirits or wine except as authorized by the *Gaming and Liquor Act*, Gaming and Liquor Regulation, AGLC Policies and/or agreements which have been approved by the Board of the AGLC.
4. The liquor agency confirms that it has not offered or given to a licensee any bonus, concession, consideration, discount, money, money's worth, rebate, thing of value or promise of any consideration whatsoever, except as authorized by the *Gaming and Liquor Act*, Gaming and Liquor Regulation, AGLC Policies and/or agreements which have been approved by the Board of the AGLC.

Inducements or benefits include: money, free liquor, paid vacations, furniture, equipment, services (such as painting or decorating), items considered essential to the licensee's operation, staff incentives, paid entertainment, paid advertising, or any other thing prohibited under the *Gaming and Liquor Act*, Gaming and Liquor Regulation, or AGLC policy.

5. The liquor agency understands that failure to follow the requirements of the *Gaming and Liquor Act*, Gaming and Liquor Regulation, or AGLC policy (includes handbooks and operating guidelines) may result in prosecution under the *Gaming and Liquor Act*, Gaming and Liquor Regulation, or other legislation, or appearance before the Board of the AGLC.
6. This Acknowledgement and Undertaking is being made to the AGLC to ensure that the requirements of the *Gaming and Liquor Act*, the Gaming and Liquor Regulation, and AGLC policies governing prohibited relationships between liquor agencies and licensees are fully supported by the hospitality industry.
7. The liquor agency agrees to advise the AGLC each time a licensee or employee of the licensee requests a benefit or inducement from the liquor agency.

Witness Signature

Agent Signature

(Please Print Name)

(Please Print Name)

Date (Month, Day, Year)

Name of Liquor Agency

The following are allowable product promotions or services which liquor agencies may provide to licensees. These are permitted under the *Gaming and Liquor Act*, Gaming and Liquor Regulation or the policy guidelines titled "Product Promotions".

1. Liquor product samples as allowed under policy guidelines, "Product Promotions".
2. Non-essential merchandise which includes product brand or corporate name.

Examples:

Aprons for staff	Flags, pennants, banners	Quick pourers (speed spouts)
Ashtrays	Hats for staff	Serviettes/napkins
Bar towels	Inflatables	Serving trays
Bottle openers	Lapel pins	Signs (not identifying the licensee)
Change trays/tab trays	Menu clips	Special schedules on display for patrons
Champagne corks	Mirrors/clocks	T-shirts
Coasters	Patio umbrellas	Tent cards
Corkscrews	Place mats	Sweatshirts
Draught tap handles	Plastic glasses	Swizzle sticks
Drip mats	Posters	

3. Other non-essential items sold to licensee at or above wholesale cost.

This is a summary only. A relationship between a liquor agency and licensee, or any product promotion, must comply with the *Gaming and Liquor Act*, Gaming and Liquor Regulation, or policy guidelines.

Any product promotion not specifically permitted is prohibited. For further information, contact the Compliance and Social Responsibility Division, Alberta Gaming and Liquor Commission:

St. Albert Office	780-447-8600	Lethbridge Office	403-331-6500
Calgary Office	403-292-7300	Red Deer Office	403-314-2656
Grande Prairie Office	780-832-3000		

References: *Gaming and Liquor Act*, Sections 62, 66 and 67
Gaming and Liquor Regulation, Sections 72-74, 80-85 and 87

STATUTORY DECLARATION

In the Matter of Section 81 of the Gaming and Liquor Regulation

I, _____, of _____, in the
Province of _____, do solemnly declare that:

1. I do not have any financial interest in any licensed premises in Alberta, and I have not received and will not be receiving funding or financing in any manner from a licensee or the operator of licensed premises in Alberta.
2. No company in which I am a shareholder, director, employee or investor has any financial interest in any licensed premises in Alberta; nor has it received or will be receiving funding or financing from a licensee or the operator of licensed premises in Alberta.

And I made this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED before me at the _____

of _____

in the Province of _____ this _____

day of _____, 20 _____

Applicant Signature

A Commissioner for Oaths in and for the Province of _____

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, Alberta T8N 3T5
Telephone: 780-447-8600 Toll-free: 1-800-272-8876

BUY/SELL AGREEMENT

between

Parties:

_____ and _____
(Liquor Supplier/Liquor Agency) (Licensee)

(Registration/Licence Number) (Licence Number and Class of Licence)

Purpose:

The contractual obligation stated below are agreed to and will be adhered to by both Parties throughout the duration of this agreement.

Duration:

Commencing: _____
Terminating: _____

Terms:

1. _____ hereby agrees to the following:
(Licensee)

A. _____ of _____
(Volume) (Product Name and CSPC Number)

will be either purchased or ordered over the duration period mentioned above.

(**Option:** Agreements could contain a clause identifying a requirement to maintain a certain level of inventory).

B. Placement of displays, merchandise, Point-of-Sale Material etc. within the premises located at:

(Common Premise Name) (Actual Location)

and shall be situated within the named premises as shown below:

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.

SPECIAL EVENT LICENCE AUTHORIZATION LETTER (BEARER ORDER FORM)

THIS FORM MUST BE COMPLETED IF SOMEONE OTHER THAN THE LICENCE APPLICANT IS OBTAINING:

- A. A PRIVATE NON-SALE LICENCE AND LIQUOR; OR
- B. A PRIVATE RESALE LICENCE AND LIQUOR

This form must be completed and signed by the licence applicant, authorizing the liquor supplier or liquor agency representative or other second party, to obtain a Special Event Licence and/or liquor. The Special Event Licence will be made out in the name of the organization or individual hosting the licence function.

PART ONE - SPECIAL EVENT LICENCE INFORMATION

NAME: _____
(Individual or Organization)

ADDRESS: _____

TELEPHONE: Business _____ Residence _____

EMAIL: _____

DETAILS OF LICENCE FUNCTION

PLEASE CHECK ONE: ☐ Private Non-Sale Licence ☐ Private Resale Licence

TYPE OF FUNCTION: _____
(e.g., Wedding, Club Dance, School Reunion, etc.)

LOCATION: _____
(name of building)

ADDRESS: _____

_____ DAY OF _____, _____	LIQUOR SERVICE _____	_____ A.M. P.M.	TO _____	_____ A.M. P.M.	CONSUMPTION TO _____	_____ A.M. P.M.
_____ DAY OF _____, _____	LIQUOR SERVICE _____	_____ A.M. P.M.	TO _____	_____ A.M. P.M.	CONSUMPTION TO _____	_____ A.M. P.M.
_____ DAY OF _____, _____	LIQUOR SERVICE _____	_____ A.M. P.M.	TO _____	_____ A.M. P.M.	CONSUMPTION TO _____	_____ A.M. P.M.
_____ DAY OF _____, _____	LIQUOR SERVICE _____	_____ A.M. P.M.	TO _____	_____ A.M. P.M.	CONSUMPTION TO _____	_____ A.M. P.M.

MAXIMUM NUMBER OF PEOPLE ATTENDING: _____

PART TWO - OTHER PARTY INFORMATION

PLEASE ISSUE TO: _____
Name (Please Print)

ADDRESS: _____

NOTE TO RETAILER:

Please attach this Special Event Licence Authorization Letter to the AGLC (yellow) copy of the licence issued.

Signature
(Special Event Licence Applicant)

**ALBERTA GAMING AND LIQUOR COMMISSION
CONSENT TO PROPOSED SPECIFIED PENALTY**

Premise Name:
Address:
Licensee:
Date of Incident:
Date of Incident Report:
Licence No.:

On behalf of the licensee, I confirm that:

1. I have been provided with a copy of the Incident Report.
2. I have read and understand the contents of the Incident Report.
3. I have read and understand the contents of the "Notice of Proposed Specified Penalty", which sets out the penalty that has been proposed by the Regulatory Division.

I make the following declaration: (Complete one section only)

- ☐ 1. I admit to the allegations and accept the penalty proposed in the Notice of Proposed Specified Penalty, and additionally I waive my right of appeal.

☐ Fine

☐ Suspension

- ☐ 2. I admit to the allegations but request that the Board Hearing proceed at a date to be set by the Board. I further:

☐ a) Waive the need for witnesses to attend the Board Hearing. (Please complete the Licensee or Registrant form "Waiver of Board Hearing Witnesses").

☐ b) Request that witnesses be available at the Board Hearing.

- ☐ 3. I do not admit to the allegations and request that the Board Hearing proceed at a date to be set by the Board with witnesses to be available.

The undersigned is, or is authorized to act on behalf of, the above-noted licensee.

Date: _____ Print Name: _____

Witness: _____ Signature: _____

NOTE: This form is to be returned to the Regulatory Division, in St. Albert, Alberta within fourteen (14) calendar days from the date that the Notice of Proposed Specified Penalty is dated.

Executive Director, Regulatory Division
50 Corriveau Avenue
St. Albert, Alberta
T8N 3T5

Phone: (780) 447-8732
Fax: (780) 447-7505

WAIVER OF BOARD HEARING WITNESSES

Premises Name:	_____
Address:	_____ _____ _____ _____ _____
Licensee/Registrant:	_____
Date of Board Hearing:	_____
Date of Incident(s):	_____
Date of Incident Report(s):	_____

On behalf of the licensee/registrant, I confirm that:

1. I have been provided with a copy of the Incident Report.
2. I have read and understood the contents of the Incident Report.
3. Information contained in the Incident Report is factual as stated.
4. The licensee/registrant admits and confirms the violation(s) as presented.

I understand that as a result of the licensee/registrant's admission to all the stated facts, the AGLC witnesses will not be required at the Board Hearing to substantiate the information contained in the Incident Report(s) and no stated facts in the Incident Report(s) will be contested. Subject to the panel Chairman's discretion, the licensee/registrant may make submissions to deal with matters not covered in the Incident Report(s), regardless of the waiver.

The undersigned is, or is authorized to act on behalf of, the above-noted licensee/registrant.	
_____	_____
Date	Print Name

	Signature

NOTE: This form must reach the Office of the Board at least three (3) working days prior to the scheduled hearing date.

Board Secretary
Alberta Gaming and Liquor Commission
50 Corriveau Avenue
St. Albert, Alberta
T8N 3T5

Fax: 780/447-8916
Phone: 780/447-8605