



Products of the World Program
Application Form

The LCBO's Products of the World Program is comprised of two channels:

- E-Commerce (ECOMM) allows consumers to purchase alcoholic beverages, in case quantities, from the LCBO.com website.
- The Specialty BOUTIQUE Stores sees certain LCBO retail stores flagged as "destination stores" for alcoholic beverages from specific countries/regions or representing specific categories. The customer has the option to purchase by the bottle from the store shelf.

To apply to participate in the LCBO's Products of the World Program, please complete this Application Form.

Please forward the completed Application Form to:

Products of the World Applications
LCBO Specialty Services
33 Freeland Street
Toronto, Ontario M5E 1L7

I. **Applicant Information**

Agent: _____
(full legal name- the "Applicant Agent")

- Currently participate in LCBO's Consignment or High Volume Consignment Program (Please complete Section III. Program Participation and Section IV. Applicant Agent Acknowledgement and Confirmation)
- Do not currently participate in the LCBO's Consignment or High Volume Consignment Program (Please complete Section II. Applicant History and Section IV. Applicant Agent Acknowledgement and Confirmation)

Business Address:

Contact Name: _____

Phone: _____

II. Applicant History

1. Has Applicant Agent or any partner, officer or director of the Applicant Agent, or any entity affiliated with or related to, the Applicant Agent, any such partner, officer or director ever had (i) any application for any AGCO liquor or liquor related licence refused; (ii) any AGCO liquor or liquor related licence cancelled, suspended or revoked; or (iii) any conditions imposed on any AGCO liquor or liquor related licence?

Yes No

If Yes, please provide full details, including any conditions applied or imposed at the time of issue or reinstatement.

2. Has Applicant Agent or any partner, officer or director of the Applicant Agent or any entity affiliated with or related to, any such partner, officer or director ever been convicted of any offence under the *Liquor Licence Act*, R.S.O. 1990, c. L. 19,?

Yes No

If Yes, please provide full details.

3. Are there any civil court judgments, executions, or similar obligations relating to any commercial matter or dispute outstanding against the Applicant Agent or any partner, officer or director of the Applicant Agent?

Yes No

If Yes, please provide details:



Products of the World Program
Application Form

4. Other than compensation for acting as agent for a supplier, does the Applicant Agent or any partner, officer or director of the Applicant Agent have any financial connection with any supplier of liquor?

Yes No

If yes, please provide details:

III. Program Participation

5. Is the Applicant Agent currently in compliance with its Consignment Agreement and/or its High Volume Consignment Agreement (as applicable) with the LCBO?

Yes No

If not in compliance, please provide details:

6. Has the Applicant Agent or any partner, officer or director of the Applicant Agent or any entity affiliated with to the Applicant Agent or with any such partner, officer or director been advised in writing within the last three (3) years that it has breached the Consignment Agreement and/or High Volume Consignment Agreement (as applicable) with the LCBO?

Yes No

If yes, please provide details:

IV. Applicant Agent Acknowledgement and Confirmation (applies to all Applicant Agents)

- The Applicant Agent acknowledges that participation in the Products of the World Program is contingent upon notification of receipt and acceptance of this application by the LCBO.



Products of the World Program
Application Form

- The Applicant Agent confirms that it has read and understands the Terms and Conditions of Participation for the Products of the World Program and upon notice of acceptance of this application by the LCBO, those Terms and Conditions of Participation will apply for all products and orders made by the LCBO under the Products of the World Program.
- The Applicant Agent confirms that it has fully informed its supplier(s) of the terms and conditions associated with the Products of the World Program.
- The Applicant Agent confirms that all of the information contained in this application is true and complete as of the date of this application, and authorizes the LCBO to contact AGCO to confirm the accuracy and completeness of such information.
- The Applicant Agent acknowledges and confirms that participation in the Products of the World Program does not give the product, agent or supplier a "listing" of any kind with the LCBO and that there is no guarantee of sales or volumes through the Products of the World Program by the LCBO.
- If the Applicant Agent does not currently participate in the Consignment Program or High Volume Consignment Program, the Applicant Agent understands that participation in the Products of the World Program does not provide the Applicant Agent with any rights to participate in, and is not acceptance into the Consignment Program or High Volume Consignment Program.
- The Applicant Agent hereby confirms and acknowledges that the Products of the World Program is in pilot stage and may, at any time, be changed or cancelled at the discretion of the LCBO (which includes the right, exercisable in the LCBO's discretion, to require that participating agents provide the LCBO with refundable performance security to be applied towards product discounts if required).

Date _____

Signature of Authorized Signing Officer of the Applicant Agent

Name: _____

Title: _____

I have authority to bind the Applicant Agent

TERMS AND CONDITIONS OF PARTICIPATION IN THE PRODUCTS OF THE WORLD PROGRAM

To participate in Products of the World Program in either e-Commerce and/or Specialty BOUTIQUE Stores, LCBO Specialty Services may initiate a product call to all participating agents through the LCBO New Item Submission System (NISS). Agents requesting to have product listed in e-Commerce and/or the Specialty BOUTIQUE Stores will submit their request with the understanding that compliance to the below program terms and conditions is required.

1. The criteria for participating products are as follows:
 - a. The initial phase for Specialty BOUTIQUE Stores will exclude beer, coolers and RTD products.
 - b. Products must have a compliant UPC on the bottle, as described in the LCBO Product Packaging Standards, to allow for operational efficiencies and audit controls.
 - c. While participating in the Products of the World Program, product must not be available through the other LCBO retail sales channels, including but not limited to Vintages, Vintages Essentials, and Classic Catalogue.
 - d. A minimum of 24 bottles (in full cases) up to a maximum of 60 bottles must be offered; if participating both e-Commerce and Specialty BOUTIQUE Stores, up to 120 bottles will be retained
 - e. Uniform pricing of products is required, meaning that the **LCBO selling price must be the same in Specialty Services as it is at the LCBO.com website and at the LCBO retail store.**
 - f. All products must meet QA standards including chemical testing, labeling requirements etc. as applicable for Specialty Services.
 - g. On occasion, a bottle may be requested for photography.
 - h. Tasting notes are required for participating products.
2. Notwithstanding the terms of the Agent's Consignment Program Agreement with the LCBO (or the Agent's High Volume Consignment Program with LCBO, as applicable), all products made available to the LCBO for the Products of the World Program are subject to the following:
 - a. LCBO will process the payment to the Vendor 30 days after receipt of the purchase order.
 - b. Products sold under this program will count towards the agent's sales for subsequent reviews as applicable.
 - c. Specialty Services retains the right to determine product selection based on guidelines and requirements and as may be defined in the product call.
 - d. Storage fees are not applied on cases held for Products of the World.
3. The LCBO reserves the right to remove any product from participation in e-Commerce and/or Specialty BOUTIQUE Stores at any time if the product contravenes these Terms and Conditions. Unsold product remaining in the Specialty Services warehouse will be returned to the agent's Specialty Services portfolio. Agents may be required to arrange for a customer(s) purchase in order to remove remaining stock at the Specialty BOUTIQUE Store.
4. All LCBO customer information submitted through e-Commerce (LCBO.com) to complete a purchase of product(s) is confidential to the LCBO and will not be shared with Agents or suppliers.

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5. By participating in Products of the World Program, the Agent acknowledges: (i) the LCBO shall have control over the sales and marketing of all products for e-Commerce and Specialty BOUTIQUE Stores, including product placement and displays; (ii) there is no commitment by LCBO to order products or to continue with Products of the World; (iii) there is no guarantee of sales; (iv) Products of the World will not create a listing for any product at the LCBO; and (v) LCBO may at any time, in its sole discretion, put out a product call for like or similar products.

Performance Expectations

- All Agents must be in compliance with the Terms and Conditions for the Products of the World Program.
- The expected sell through is 24 bottles in a twelve (12) week period once the initial allocation becomes available. The LCBO may adjust the expected sell through at the end of the twelve (12) week period and will advise the Agent in writing of any adjustments.

Replenishment

- The LCBO may contact Agents for availability of additional inventory of those products already participating in the Products of the World Program. Agents participating in Specialty BOUTIQUE stores will be given priority to replenish with new products of that origin that may have arrived.
- Where the number of eligible products being made available by agents exceeds the available store space for Specialty BOUTIQUE Stores, the LCBO will allocate space and select participating products in the following manner
 - Accolades/Tasting Panel
 - Consistent product availability
 - Prior NISS Submissions
 - Current or Pass Sales Performance within the LCBO

Exit Strategy

The Agent may submit a request to the LCBO indicating that it wishes to remove participating product from e-Commerce and/or Specialty BOUTIQUE Stores.

Products that do not meet the performance expectations or do not comply with the Program may be removed from e-Commerce and/or Specialty BOUTIQUE Stores at the LCBO's discretion.

Remaining inventory will be placed back into the agent's portfolio for sale through the regular Specialty Services program. The Agent will have the ability to find customers for the remaining stock for up to 14 days after the notification of removal from e-Commerce and/or Specialty BOUTIQUE Stores. The LCBO will notify the supplier of the participating stock that has been removed. Stock remaining after the 14 day time frame will be seized and at the LCBO discretion either destroyed or moved to a LCBO clearance centre. Product moved to the LCBO clearance centre will be discounted and the difference charged back to the agent.

Change in Terms and Conditions

The LCBO reserves the right to amend these Terms and Conditions of Participation in the Products of the World Program at any time, and from time to time. Participating Agents will be notified of any amendments.