

SECTION: 6. ADVERTISING

6.1 INTRODUCTION

- 6.1.1 Advertising shall be conducted in accordance with the attached policy guidelines.

POLICY GUIDELINES

**LIQUOR ADVERTISING
FOR LIQUOR SUPPLIERS, LIQUOR AGENCIES
AND LICENSEES**

Revised May 1, 2004



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A. INTRODUCTION

1. Advertising refers to the use of media (e.g., newspapers, magazines, radio, internet, including E-Mail messaging, signage) to communicate a message to a wider audience. Advertising also refers to the wording and/or depictions on all forms of liquor packaging. It does not refer to menus, displays, posters, or other forms of product promotion within the licensed premises; these are covered under the policy guidelines "Product Promotions in Licensed Premises."
2. The purpose of these guidelines is to provide policy parameters under which legitimate advertising activities take place in accordance with the legislative authority provided the Board under Section 67(1) of the Gaming and Liquor Act.
3. For the purposes of this policy, references to:
 - a) a liquor supplier includes liquor agency and liquor representative; and
 - b) licensed premises include all Class A, B, C, D and Duty Free licensed premises unless a specific type of licensed premises is referred to.
4. The policies established by these guidelines shall be considered conditions applying to liquor suppliers, liquor agencies, liquor representatives and licensees.
5. In this policy:
 - a) a Class A licence refers to licensed premises open to the public (e.g., lounge, restaurant, tavern);
 - b) a Class B licence refers to licensed premises which require a fee or ticket to gain admission (e.g., recreation facility, race track, convention centre, theatre);
 - c) a Class C licence refers to private licensed premises (e.g., clubs);
 - d) a Class D licence refers to retail liquor stores, general merchandise liquor stores, general off sales (hotel), manufacturer off sales, delivery service licensees and commercial caterers. Duty free stores must adhere to the same legislation as all other Class D licensees;
 - e) a Class E licence refers to liquor manufacturers licensed in Alberta;
 - f) a licensee includes the owner, operator/manager and employees of the licensee;
 - g) "liquor" refers to all categories of beverage alcohol including spirits, beer, wine, liqueurs, and coolers.
6. Unless specifically covered or referred to in these guidelines, advertising is not permitted without the prior approval of the AGLC.
7. Liquor suppliers and licensees are responsible for ensuring that their advertising is in compliance with these policy guidelines, including any advertising conducted by a third party, e.g., promotion company or media.

B. BASIC PRINCIPLES

1. Advertising must be within the limits of good taste and propriety.
2. It is the licensee's responsibility to ensure that all advertising is accurate and verifiable.
3. Advertising should encourage the legal, moderate and safe consumption of liquor and discourage abusive drinking patterns.
4. Advertising must not encourage non-drinkers to consume.
5. Advertising may not:
 - a) encourage or promote the irresponsible use, consumption or service of liquor;
 - b) depict excessive or prolonged consumption of liquor;
 - c) promote the consumption of liquor as being beneficial to health or personal well being; or
 - d) convey the impression that the consumption of liquor will improve an individual's status or standing.
6. Advertising must not be targeted at minors.
7. Advertising may not be used to disparage another company, business or product.
8. Except as specifically prohibited by these policy guidelines, advertising in any medium will be permitted (including television, radio, Internet, newspapers, magazines, flyers, billboards, transit shelters, inflatables, commercial vehicles or corporate vehicles).
9. Advertising must comply with the requirements of the Canadian Radio-Television and Telecommunications Commission (C.R.T.C.) and any other regulatory body having related jurisdiction.
10. Subject to B.9., the advertiser has discretion over the size and frequency of print advertisements and the length and frequency of television and radio commercials.
11. Advertising may refer to price unless otherwise stated elsewhere in these guidelines.
12. Brand advertising may only be undertaken by a liquor supplier, or a manufacturer's off-sale licensee. References to brand advertising are not applicable to special event licensees.
13. Advertising campaigns which promote the "responsible use" of liquor are highly recommended and supported by the AGLC.
14. Public service or community advertising which uses corporate or brand identification is permitted.
15. Cooperative advertising between a liquor supplier or liquor agency and a licensee is not permitted.
16. A liquor supplier or liquor agency is not permitted to pay any of the advertising costs incurred by a licensee, either directly or indirectly.

C. ELEMENTS OF ADVERTISING

Drinking Scenes (Applicable to brand advertising by liquor suppliers)

1. A legal drinking situation must be clearly presented according to relevant federal, provincial and local legislation.
2. Liquor product may be shown in a setting where consumption is not permitted if it is clearly a beauty shot and no people are shown, which would suggest prior or imminent consumption.
3. Liquor product may not exceed one drink per person in a social setting.
4. The activities shown in a commercial using licensed premise as a setting must be within the normal bounds of those which are permitted in the province.
5. The inclusion of food is encouraged.
6. Advertising may not show persons with liquor before or while operating a vehicle (motorized or other) or while engaging in any activity which requires care or involves elements of physical danger. The advertising must clearly show that the activity has been completed before the product is introduced.

Minors

1. Advertising must not appeal to minors or be placed in any medium that is targeted specifically to minors.
2. Minors or persons who may reasonably be mistaken for minors may not be depicted in liquor advertisements.
3. The use or imitation of children's fairy tales, jingles, nursery rhymes, children's songs, musical themes, or children's fictional characters is not permitted.

Personal Endorsement

1. No well-known personality (for example, an athlete or a youth-oriented musical group) or look-alike with strong appeal to minors may be used in liquor advertising.
2. The age of personalities and their current standing in the public eye should be taken into account when assessing appeal to minors.
3. Product endorsement by a well-known personality or look-alike should not imply that the consumption of liquor has contributed to the individual's success.

Third Party Advertising

1. Joint advertising between a licensee and a manufacturer of non-liquor products may be undertaken only if the advertising conforms to these policy guidelines.

D. ADVERTISING BY CLASS D LICENSEES AND DUTY FREE STORES

1. A Class D licensed premises may be advertised by indicating:
 - a) name of licensed premises;
 - b) location;
 - c) hours of operation;
 - d) products available, including sizes; and
 - e) product price (discount prices may be advertised).
2. Comparative price advertising is permitted subject to the requirements of B.7.
3. A Class D licensee may advertise brands of liquor providing the advertisement includes a price list and a featured product. Use of a liquor supplier's logo, typeset or trademark is permissible providing the owner/controller of the logo, typeset or trademark has given their prior permission. The following conditions must be met:
 - a) none of the advertising expenses of the licensee may be paid either directly or indirectly by a liquor supplier; and
 - b) the licensee is prohibited from receiving or requesting from a liquor supplier any consideration, benefit or inducement whatsoever for advertising a liquor supplier's brands.
4. Class D licensees may not redeem a liquor supplier's coupons for money off the price of liquor. A liquor supplier may, however, offer refund coupons whereby the consumer must mail the coupon to the manufacturer to receive a refund.
5. The common owner/operator who holds a Class D licence and another business or company may not conduct joint advertising of any kind, or participate in cross-market advertising or promotions between the Class D licensee and the other business or company.

- NOTES:**
- "Commonly owned" refers to those situations in which a retail liquor store and another business or company are owned or controlled in whole or in part by the same person.
 - These restrictions also apply to any retail liquor store that is using the trademark name of another business or company that is not commonly owned.
 - The following related activities are also prohibited under Section 50 Gaming and Liquor Regulation:
 - a) offer discounts on purchases in one business based on purchases in the other business;
 - b) operate a customer loyalty program in one business which recognizes purchases made in the other business; or

- c) sell trademark or brand name products of the other business in the retail liquor store unless these products are also available for wholesale purchase by other licensees and are not referred to by the other business' name.
- 6. A liquor delivery service approved by the AGLC may be advertised.
- 7. A hotel with a separate off-sales room approved by the Board and operated under the authority of a Class D licence may refer to that room as a "store".

E. ADVERTISING BY CLASS A, B AND C LICENSEES

- 1. A licensee may advertise the name of the premises and the services that are offered according to the type of licence(s) held.
- 2. A licensee may advertise brands of liquor providing the advertisement includes a price list and a featured product. Use of a liquor supplier's logo, typeset or trademark is permissible providing the owner/controller of the logo, typeset or trademark has given their prior approval. The following conditions must be met:
 - a) none of the advertising expenses of the licensee may be paid for either directly or indirectly by a liquor supplier; and
 - b) the licensee is prohibited from receiving or requesting from a liquor supplier any consideration, benefit or inducement whatsoever for advertising a liquor supplier's brand, except as permitted in accordance with policy guidelines.
- 3. A licensee may advertise liquor at reduced or discounted prices except as noted in E.4 below.
- 4. Free liquor specials, multiple drink specials (e.g., "2 for 1"), pour size specials (e.g., "doubles for the price of singles"), or "all you can drink" for a fixed cost promotions are not permitted and may not be advertised. "Buckets of Beer" may be advertised providing the actual price for a single beer product is posted and the purchase or ordering of a bucket of beer (regardless of the number of beer within a bucket) does not constitute a "special".
- 5. Happy hours may be advertised. There are no restrictions as to the duration of this activity.
- 6. A licensee may advertise feature drinks during named nights or days (e.g., Tequila Monday, shooter night, draught night, etc.). Reduced or discounted prices may be mentioned in the advertising.
- 7. A licensee may advertise an all-inclusive package which includes liquor in the price (e.g., "champagne brunch", Mother's Day special, New Year's Eve special). The amount of liquor to be provided must be specified.
- 8. A licensee may have a "radio remote unit" broadcast live music from the premises. The broadcaster may say on air the name and location of the premises or of any specific room within the premises in accordance with Section B – Basic Principles.
- 9. A licensee may have a "television remote unit" broadcast live entertainment from their licensed premises, if the patrons are aware they may be televised. The coverage should focus on the entertainment, although shots including portions of the audience are acceptable. Any advertising must be in accordance with Section B – Basic Principles.

10. A club (Class C licensee) may advertise a function for its members and bona fide invited guests if the restricted admittance is clearly indicated in the advertisement.

F. ADVERTISING BY SPECIAL EVENT LICENSEES

Public Resale Licence

1. Licensee guidelines (Section E.) apply to the advertising for special event functions.

Private Non-sale and Private Resale Licences

1. Advertising of the function may be undertaken if it is directed to members and bona fide invited guests only and not to the public at large. "Members and guests only" must be clearly shown in all advertising.
2. The licensee may display posters on community billboards.
3. The licensee may place an advertisement in the community news section of the local paper or on the TV cable community news channel.
4. A community league with its own hall may advertise a function on a sign including a free-standing illuminated sign located on community league property.

G. SPONSORSHIPS

1. The sponsorship or co-sponsorship of an event, activity or team which does not involve minors or is not otherwise geared towards minors may be undertaken using the corporate or brand name. A Class A, B, C or D licensee may sponsor an event involving minors if the references to the establishment do not mention liquor in any way.
2. A sponsorship may be supported by an unconditional donation, or by the provision of a trophy or prize.
3. Exclusive sponsorship is permitted, however, exclusivity of a specific brand of product in a Class A, B, or C premises is only permitted with Board approval.
4. Off site support advertising before and during the event, and on site signs during the event, are permitted if they follow these policy guidelines.
5. Where a licensed area is operated with a sponsored event, approved promotional material may be displayed in the licensed area. (See "Policy Guidelines - Product Promotions in Licensed Premises").
6. Sponsorships conducted on campus must have the prior approval of the institution's administration.
7. Corporate or brand identified items, other than liquor, may be given to charitable organizations which hold a Revenue Canada registered charities number, for their use as prizes, raffle items, etc. Liquor may be donated to a non-profit or charitable organization for auction purposes in conjunction with an auction authorized under the authority of a Special Event Licence - Private Resale.
8. Owning a sports franchise is permitted.
9. In sponsorship advertising, the ad should focus on the event or activity being sponsored, not on liquor or liquor suppliers.

H. CORPORATE VEHICLE

1. Corporate or brand name and logo may be displayed on a corporate vehicle.
2. A corporate vehicle may appear at the site of a sponsored event.

I. ARENA SIGNS

1. Corporate or brand identified signs (for example, scoreboard panels, rinkboards) may be rented in an arena or stadium used primarily for structured sporting or entertainment events.
2. Temporary signs (for example, banners) may be displayed in a community arena only during a sponsored event.
3. Signs which advertise liquor may not be used at events involving minors (for example, minor hockey week).

J. CONTESTS

1. Sponsorship or co-sponsorship of a publicly advertised contest may be undertaken.
2. A contest sponsored by a liquor supplier must be directed towards persons of legal drinking age.
3. An individual must not be required to purchase or consume liquor to participate in or qualify for a contest or draw.
4. If any portion of a contest is conducted on licensed premises, the activity must follow "Policy Guidelines - Product Promotions in Licensed Premises".
5. All applicable provincial and federal regulations must be followed.

K. LIQUOR INDUSTRY TRADE SHOWS

1. Participation in a liquor trade show may be undertaken with a display or display and sampling booth.
2. Liquor suppliers are permitted to sell or provide samples of their liquor at a liquor related trade show subject to both the requirements for participation set by the trade show operator and these guidelines.
3. A trade show operator may request that a retail liquor store be permitted to sell liquor products for off premises consumption at the location of the trade show.
4. All categories of liquor may be sampled. Maximum sample sizes are as follows:

beer	-	112 ml	(4 oz.)
coolers	-	112 ml	(4 oz.)
wine	-	56 ml	(2 oz.)
spirits	-	14 ml	(1/2 oz.)
liqueurs	-	14 ml	(1/2 oz.)

5. Liquor samples may only be offered from a display booth.
6. The booth must always be staffed during the show when liquor is involved. Agents/Representatives shall not serve liquor products while under the influence of liquor. Adequate measures must be taken to secure liquor supplies when the show is closed.
7. Minors are not permitted to serve or handle liquor.
8. Liquor samples may only be served to persons of legal drinking age.
9. An exhibitor may participate in a cooking demonstration at the booth or a designated cooking area. The products on display or being sampled may be used. Tasting of the prepared dishes is permitted.
10. An exhibitor may decorate his booth with related support advertising, and staff may wear promotional clothing. Promotional or educational advertising material may be given away.
11. An exhibitor's participation in a show may be advertised.
12. A retail liquor store may be permitted to sell liquor for off premises consumption at a non-liquor industry trade show. Participation requires the approval of the AGLC and is subject to any conditions imposed as part of the approval.

L. CONSUMER MARKET RESEARCH

1. An independent group or organization may be appointed to conduct consumer market research.
2. The research may include a survey of members of a target group. Such a survey must not be a promotional scheme designed to obtain direct or indirect advertising for a product, nor may the results form part of a public advertising program.
3. The survey may not be used to impart potentially disparaging information about another company or product.
4. All participating respondents must be of legal drinking age if the survey is liquor related.
5. A survey limited to a one-on-one question and answer situation may be conducted by telephone, in a private area or in a public area (for example, shopping mall, on the street).
6. Respondents may be invited to a market research office, hotel meeting room, or other location closed to the general public and acceptable to the AGLC for a product audit (taste test).
7. The organization conducting a product audit or packaging audit must ensure any licensing requirements are met. A packaging audit conducted in a non-licensed area will require a private non-sale licence. The licence will include the words "Not for Consumption" on it. This licence authorizes transportation of the liquor to and from the site and possession of liquor at the site of the survey.

8. A product audit must be conducted blind, that is, no identification of the samples other than by number or letter.
9. A product audit may be conducted using a product not available for sale in the province.
10. Respondents participating in a product audit must not be permitted to consume samples to the point of intoxication.
11. The organization conducting the survey may compensate the respondents for participating in the survey.

M. HOSTING NO SALE FUNCTIONS

1. A no sale function may be hosted by liquor suppliers or licensees at which invited guests may sample liquor.
2. Attendance must be by invitation only. There may be no advertising of the event.
3. The host is responsible for ensuring the licensing requirements are met, i.e. a special event licence has been obtained for unlicensed locations.
4. A liquor supplier, other than a manufacturer must be in possession of a hospitality licence issued by the AGLC to host no sale functions at their office premises.

N. INTERPRETATION AND ENFORCEMENT

1. The interpretation and enforcement of these policy guidelines are the responsibility of the AGLC.
2. The advertiser (liquor supplier and/or licensee) is responsible for ensuring that their advertising meets the requirements of these policy guidelines. Any concerns about interpretation should be reviewed with the AGLC.
3. An advertiser may submit advertising and related material covered by these guidelines to the AGLC for approval before undertaking the advertising or activities.
4. Advertising will be checked for the message conveyed by all aspects of the advertisement whether expressed or implied.
5. Failure to comply with the spirit and intent of these policy guidelines will result in sanctions by the Board. Sanctions include, but are not limited to:
 - a) warnings;
 - b) the requirement that the advertiser remove advertising or withdraw from an activity;
 - c) the requirement that all further advertising and other activities covered by these guidelines be submitted for approval;
 - d) suspension of liquor supplier in-store advertising privileges for specified periods;
 - e) suspension of advertising and promotional support privileges for specified periods; and
 - f) any other sanction as determined by the Board consistent with the Gaming and Liquor Act.

SECTION: 7. ADVERTISING

7.1 INTRODUCTION

- 7.1.1 Product promotion activities shall be conducted in accordance with the attached policy guidelines.

POLICY GUIDELINES

PRODUCT PROMOTIONS

IN

LICENSED PREMISES

Revised: July 7, 2009



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A. INTRODUCTION

1. Product promotion refers to activities within licensed premises to promote specific brands of liquor produced by a manufacturer. (For the purposes of this policy, references to liquor suppliers include liquor agencies and registered liquor representatives).
2. The purpose of these guidelines is to provide policy parameters whereby legitimate promotional activities may take place in licensed premises. (For the purposes of this policy, references to licensed premises include all Class A, B, C, and D premises, unless specifically referred to in these guidelines).
3. The policies established by these guidelines shall be considered conditions applying to licensees, liquor suppliers, liquor agencies and registered liquor representatives.
4. In this policy:
 - a) a Class A licence refers to licensed premises open to the public (e.g., lounge, restaurant, tavern);
 - b) a Class B licence refers to licensed premises which require a fee or ticket to gain admission (e.g., recreation facility, race track, convention centre, theatre);
 - c) a Class C licence refers to private licensed premises (e.g., clubs);
 - d) a Class D licence refers to retail liquor stores, general merchandise liquor stores, duty free stores, general off sales, manufacturer off sales, delivery service licensees and commercial caterers. Duty Free Stores are required to adhere to the same legislation and policies as all Class D licensees;
 - e) a Class E licence refers to liquor manufacturers licensed in Alberta;
 - f) a licensee includes the owner, operator/manager and employees of the licensee;
 - g) "liquor" refers to all categories of beverage alcohol including spirits, beer, wine, liqueurs, and refreshment beverages.
5. Product promotions may not encourage the irresponsible use, consumption or service of liquor.
6. Promotional activities between a liquor supplier and a licensee are primarily aimed at on-premises activities.
7. Unless specifically covered or referred to in these guidelines, a promotion is not permitted without the prior approval of the AGLC Regulatory Division.
8. The Board of the Alberta Gaming and Liquor Commission may approve exclusivity agreements between liquor suppliers/liquor agencies and licensees for community events and select sporting venues.
9. Liquor suppliers and licensees are responsible for ensuring that their product promotions are in compliance with these policy guidelines.

B. INDUCEMENTS

1. Liquor suppliers and licensees shall familiarise themselves with the provisions of Sections 80 to 85 of the Gaming and Liquor Regulation and are responsible for compliance with all of the provisions of this legislation.
2. Liquor supplier's promotional activities must be directed to consumers or patrons of licensed premises (excludes provision of samples as stated in Section E).

3. A liquor supplier is prohibited from directing promotional activities to licensees, whereby the licensees benefit directly from the activity (e.g., contest for licensee's staff based on sales of the liquor supplier's product).
4. A liquor supplier is prohibited from participating in any way in the customer loyalty program of a licensee and no licensee shall request such participation.
5. A licensee is prohibited from requesting or accepting, and a liquor supplier or liquor agency is prohibited from underwriting licensees' expenses, either directly or indirectly, for any travel, whether or not it is for business purposes, a vacation, or a combination of both. Travel expenses refer to, but are not limited to, airfare (or other similar transportation costs), accommodation costs, ground transportation costs, or meal costs. A liquor supplier or liquor agency is not permitted to provide reduced rate accommodation to a licensee at a winery, brewery, distillery or other venue that they own, represent or are otherwise associated with.
6. A liquor supplier is prohibited from paying the registration, tuition, conference fees, or similar costs for a licensee (excluding that seminar or training events organised by a liquor supplier, within the province, which are open to all licensees or certain classes of licensees).
7. A liquor supplier or a countries representative body (political and non-political) can not subsidize any of the expenses (includes travel by any means, accommodation costs and/or meals) incurred by a licensee, his employees or agents to attend seminars, conventions, meetings or exhibitions conducted outside of Alberta or Canada.
8. A liquor supplier may provide a licensee with tickets to sporting, cultural or entertainment events. If the value of an individual ticket exceeds \$450.00 Canadian, then prior approval must be obtained from the AGLC. Season tickets to any event may not be provided to the licensee by the liquor supplier.
9. A licensee is prohibited from requesting or accepting any promotional items from a liquor supplier and keeping them for the licensee's own use or providing them to the licensee's staff.
10. A liquor supplier may provide a licensee with items which are not essential to operating the licensed premises as approved by AGLC Regulatory Division.

C. LIQUOR SUPPLIER/LICENSEE BUY/SELL AGREEMENTS (BSA)

1. A liquor supplier and a liquor licensee may enter into a buy/sell agreement which allows the liquor supplier to give items to a licensee in return for the promotion of specific brands or types of liquor by the licensee. Promotional items must conform to existing legislation and these guidelines, and must be directed to the consumer.
2. All agreements between a liquor supplier and a liquor licensee must be documented, verifiable and include the following (a buy/sell agreement format is attached):
 - a) Name and registration number of liquor supplier;
 - b) Name, licence number and class of licensed premises;
 - c) duration of agreement; (may not exceed a 12-month period)
 - d) list of items and/or services provided including their retail value; and
 - e) the terms of the agreement, e.g., the applicable brands or products and any quantities must be stipulated.
 - f) **extensions to buy/sell agreements are permissible providing both parties initial and date the original agreement.**
 - g) **the use of the term "while supplies last" or words to that affect are not acceptable when identifying quantity.**
3. Liquor Suppliers are permitted to provide retailers with liquor products as a draw or give-away item. No cash (cheques, etc.) may form part of a buy/sell agreement.

4. A buy/sell agreement between a liquor supplier and a liquor licensee (including all shareholders, directors, management and staff), may not exclude, bar or otherwise prohibit any competitor's product(s), unless specifically approved by the Board of the AGLC.
5. All promotional items provided to a licensee by a liquor supplier must be subject of a buy/sell agreement with the exception of value added items to promote existing inventory and Tasting sessions.
6. Buy/sell agreements complying with these guidelines do not have to be submitted to the AGLC for approval.
7. True copies of all buy/sell agreements must be retained in the licensed premises and provided to the AGLC immediately upon request. Liquor Suppliers must also retain true copies of all buy/sell agreements to which they are party and must be provided to the AGLC immediately upon request. Buy/sell agreements between liquor suppliers and licensees with multiple licensed premises (locations) are to be held in the provincial offices of the liquor supplier and at each location in which the actual liquor licence is posted.
8. All other AGLC policy guidelines pertaining to Product Promotion in Licensed Premises and Liquor Advertising for Liquor Suppliers, Liquor Agencies and Licensees must be met.
9. An acceptable buy/sell agreement format is attached. Each element within this format shall be adopted by all liquor suppliers and licensees.
10. Buy/Sell Agreements may not contain a condition requiring a licensee to confirm the purchase of a given supplier's product prior to the customer give-away items(s) being provided.

D. LICENSEE PROMOTIONS IN LICENSED PREMISES

1. A Class A, B, or C licensee shall not permit free liquor to be offered or given to a patron as a prize.
2. A Class D licensee may provide sealed bottles of liquor as a prize for consumption off the licensed premises.
3. A licensee shall not permit competitions, contests, draws, giveaways or similar promotions in the licensed premises which require the purchase and/or the consumption of a drink containing alcohol. Entrants to any contest must be verbally advised there is no requirement to purchase or consume any type or amount of alcoholic beverage(s). A licensee may require a person to be present at time of draw to receive a prize, however, the time, date and place of the draw must be prominently posted within the premises
4. A liquor supplier may participate in a licensee's promotion aimed at a bonafide charitable activity and must be subject of a buy/sell agreement.
 - a) for a charitable fundraising event, the liquor supplier may provide merchandise and/or liquor without a maximum limit.
 - b) the entire profits generated as the result of any charitable event must be turned over to the charity being advertised and promoted. The actual donor and the beneficiary of any financial support must be in possession of verifiable receipts.

E. SAMPLING BY LIQUOR SUPPLIERS IN CLASS A, B, OR C LICENSED PREMISES

1. A liquor supplier may provide an individual serving of liquor to a patron in a Class A, B or C licensed premises in order for the patron to sample the liquor supplier's product. The following conditions must be met:
 - a) The liquor product must be purchased from the licensee;

- b) The licensee is responsible for serving the product to the patron, ensuring that the patron is of legal drinking age and is not being served to the point of intoxication; and
 - c) The tasting provisions of Sections G.1 through G. 8 apply.
2. The liquor supplier must maintain a written record of the sampling activities conducted under this section of the guidelines. The record must include the date, name and location of the licensed premises where the sampling took place, and the dollar cost of the sampling activity. These records must be made available for review upon the request by the AGLC.
 3. A representative of a liquor supplier/liquor agency must be present, on premises, at the time the samples are provided to patrons.

F. PROVISION OF SAMPLES TO LICENSED PREMISES

1. A liquor supplier may provide liquor products to operators of licensed premises for the purpose of sampling an existing or new brand of product. The following conditions apply:
 - a) The sample is for consumption by the licensee and cannot be sold to patrons of the licensed premises.

NOTE: The licensee may, however, provide free samples of the product to selected patrons of the licensed premises for their assessment of the product.

- b) The size of samples per brand of liquor provided will be a maximum of:

- i) beer - 36 x 355 ml bottles, or equivalent;
- ii) coolers - 36 x 355 ml bottles, or equivalent;
- iii) wine - 4 x 750 ml bottles, or equivalent;
- iv) refreshment beverages – 4 x 750 ml bottles, or equivalent;
- v) spirits - 2 x 750 ml bottles, or equivalent; and
- vi) liqueurs - 2 x 750 ml bottles, or equivalent.

NOTE: Keg samples may be provided in an approved container in the smallest keg size used by the liquor supplier.

- c) The liquor supplier must maintain a written record of the sampling activities conducted under this section of the guidelines. The record must include the date, name and location of the licensed premises where the samples were provided, type, size and quantity of sample provided and the dollar cost of the samples. These records must be made available for review upon request by the AGLC.
2. Samples given to a licensee must be purchased from the AGLC to qualify for the wholesale price. Samples may also be purchased from a Class D licensee at a price negotiated directly with the licensee.
 3. A licensee may only be sampled with the same product once during a calendar year period. This provision does not apply if the licensed premises changes ownership.

G. TASTINGS BY LIQUOR SUPPLIERS

1. A liquor supplier may provide free tastings of liquor to customers. The liquor used for tastings must be purchased by the liquor supplier from the licensed premises in which it is to be sampled at a price negotiated with the licensee.

2. Maximum tasting sizes are as follows:

beer	-	56 ml (2 oz.)
coolers	-	56 ml (2 oz.)
wine	-	28 ml (1 oz.)
refreshment beverages	-	28 ml (1 oz.)
spirits	-	14 ml (½ oz.)
liqueurs	-	14 ml (½ oz.)

3. The booth or area from which tastings are being offered must be staffed.
4. Liquor may only be served to those of legal drinking age and both the liquor supplier and licensee must ensure that no person is provided liquor to the point of intoxication.
5. Minors are not permitted to be involved in any manner in activities associated with the tasting of liquor products.
6. Food items complementary to the liquor product being tasted may be provided.
7. Licensees may conduct their own liquor product tasting independent of the liquor supplier at their own discretion and expense. Any tasting charges shall be based on the licensee's cost recovery for the product tasted. Licensees must maintain a written record of the tasting activities conducted and must include the date, name of product tasted and quantity provided to customers.
8. A liquor supplier and a licensee may enter into a written agreement where the licensee agrees to conduct tasting session(s) on behalf of the supplier. Such activities are subject to the following conditions:
- a) activities of this nature must be recorded on a Buy Sell Agreement (BSA);
 - b) the BSA must be signed and in place prior to the tasting sessions commencing;
 - c) product names, dates and times for such "Tastings" must be recorded on the BSA;
 - d) no tasting charges for the customer are permitted under such agreements; and
 - e) total cost for a single "Tasting" may include:
 - i) the actual cost of the staff including wages, benefits, and administrative costs to a maximum of \$20.00 per hour.
 - ii) the negotiated cost of the product.
9. The liquor supplier must maintain a written record of the tasting activities conducted under this section of the guidelines. The record must include the date, name and location of the licensed premises where the tasting took place, the type and quantity of liquor purchased from the licensee and the dollar cost of the samples. These records must be made available for review upon request by the AGLC.
10. Class D licensees may provide customers with a sealed 50 ml bottle of spirits for off premises assessment of a given product.
11. Licensees are not permitted to charge back the costs of their own tasting to a particular liquor supplier.

H. GENERAL PRODUCT PROMOTIONS

1. A licensee may participate in a liquor supplier's local, regional, provincial or national corporate or brand promotion. The promotion must be directed to the customers of licensed premises.
2. A contest, competition or draw may form part of any promotion and may be administered by the licensee on behalf of the liquor supplier subject to the following:
 - a) there is no limit to the value of the prize;
 - b) no liquor purchase is required to enter the contest, competition or draw, however only those customers who have properly entered are eligible, as per the conditions stipulated by the liquor supplier;
 - c) minors may not participate;
 - d) the licensee must use each promotional item provided by the liquor supplier in the specific contest, competition or draw sponsored by the liquor supplier. No promotional item provided under this section may be used by the licensee in support of the licensee's own promotional activities or some other promotional activity not specifically identified by the liquor supplier.
 - e) the closing date of the contest, competition or draw must be posted in the licensed premises; and
 - f) unless the draw is conducted by the liquor supplier, all draws must take place in the licensed premises on the advertised date and time.
3. Liquor suppliers providing promotional items specifically for customer give-aways and the licensee receiving the items must ensure that these items are reaching the customer and not remaining with the licensee. The liquor supplier and the licensee must maintain records of each promotion held in a licensed premise where the wholesale value of an individual give-away is in excess of \$100.00. The records must include the name of the licensed premises, the give-away provided and the wholesale value; and these records must be made available to the AGLC upon request.
4. Licensees conducting a promotion on behalf of a liquor supplier must record the name, address and telephone number of each recipient of an individual give-away which has a wholesale value in excess of \$100.00. The records must be made available to the AGLC upon request.
5. Clothing with corporate logos may be given to the licensee to wear during the promotion (for example, T-shirts, aprons, sweatshirts). The clothing may be kept by the licensee at the end of the promotion event. The clothing items provided may only be of a nominal value (e.g., \$20 maximum wholesale cost). The item provided can not become a mandatory "uniform".
6. The presence of the liquor supplier is not required during a promotion.
7. Co-sponsorship of a promotion by a third party (for example, airline company) is permitted.
8. A licensee may discount liquor prices on one or more products as part of a promotion.
9. A liquor supplier may provide the general public with liquor vouchers for the purpose of promoting a specific brand of liquor.
10. The decision to participate in such promotional schemes remains that of the retail liquor licensee.
11. The redemption of such vouchers must not be directed to a single licensee or chain of licensees.
12. A liquor supplier must not provide licensees with a redemption fee.

13. A maximum amount of liquor associated to 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.

14. Vouchers may not be included with or provided to a consumer through any in pack, on-pack or near-pack promotion.

15. Consumers shall not be provided with or receive a voucher based on the requirement to purchase a Supplier's product(s).

I. ADDED VALUE PROMOTIONS

1. A liquor supplier may conduct added value promotions for its brands of liquor in Class D liquor premises and at Duty Free Stores.

2. A liquor supplier's added value promotion is defined as a promotion of a specific brand of liquor in which the liquor supplier of the brand gives away an item to the customer who purchases that brand at Class D liquor premises or at Duty Free Stores.

3. The actual cost of an added value item shall not exceed 15 percent of the wholesale price of the liquor brand being promoted. Promotions will not be approved if it is proposed that a redemption rate percentage be factored in when calculating the cost of an added value item. Promotions complying with those guidelines do not need the prior approval of AGLC Regulatory Division.

4. Any added value item supplied by a third party for a liquor supplier's promotion must not exceed 15% of the wholesale price of the liquor brand being promoted.

5. Cumulative added value promotions are prohibited.

6. A single added value item may only be provided with the purchase of a single container/unit.

7. Added value items may include:

a) Liquor:

i) must be provided only to Class D licensed premises and not to Class A, B or C licensees.

ii) must be clearly and plainly identified as "SAMPLE" or "NOT FOR RESALE". Either one of these wording options must appear on the container and be:

- permanent using either a non-removable ink directly on the label of the container or appearing on a non-removable label affixed to the container other than on the label; and
- clearly visible and legible (that is, no smaller than the largest type used on the product's container).

iii) normally, may be no more than a single serving of the liquor (e.g., 50 ml of distilled spirits, 200 ml of wine, or 355 ml of beer) and may not exceed the value requirement under I.3, unless approved in writing by the AGLC Regulatory Division.

b) Non-liquor items:

i) Coupons:

- for money off liquor products - must be redeemed from the liquor supplier or third party (e.g., coupon clearing house);
- for non-liquor products - may be redeemed from the liquor supplier of the product or non-liquor retailer carrying the product.

ii) Non-perishable food or food-related item: for example, packaged snack food, food seasoning, powdered drink mix, etc.

iii) Item of nominal value: for example, key ring, golf ball, decal, figurine, music tape/disc, etc.

iv) Liquor-related item: for example, corkscrew, bottle opener, wine glass, beer mug or shot glass, etc.

v) Tobacco: pursuant to The Tobacco Act (Sections 11 and 29) no tobacco product may be used as part of an added value promotion.

8. Added value items may be promoted in any of the following ways:

On-Pack

a) An on-pack added value item may be attached directly to the liquor product by a plastic ring, elastic, shrinkwrap, etc.

b) An on-pack item may be placed on the liquor product by:

i) the liquor supplier at its plant;

ii) the liquor supplier's liquor representative;

iii) Connect Logistics Services Ltd. at the Liquor Distribution Centre in St. Albert (a fee will be charged for this service).

NOTES: • A non-liquor on-pack may be placed on the liquor product by the staff of a retail liquor outlet by arrangement with the liquor supplier.

- The liquor supplier must maintain a record of all added value liquor provided to retail outlets.

Near-Pack

a) A near-pack item shall normally be located immediately adjacent to the liquor product being promoted.

b) A near pack item must be purchased, supplied and delivered to the retail liquor outlet by the liquor supplier or the supplier of the item.

In-Pack

a) An in-pack valued added item is within the packaging that contains the liquor product (e.g., case of beer, liquor tin, wine box, etc.).

9. The provincial mark-up is not waived on added value liquor products (on-packs). The regular mark-up will be assessed on added value products.

10. The Board reserves the right to impose limits on the quantity of liquor provided to a licensee as added value items.
 11. A liquor supplier shall not use any aspect of a licensee's business, either directly or indirectly, as an added value item (e.g., coupon for money off a purchase at a licensed premises; coupon for money off a ski lift ticket at a ski hill operated by a licensee), unless approved by the Board.
 12. Added value items must not be provided to licensees, or to the staff of licensees.
 13. Added value items provided by the liquor supplier may not be offered for sale or resold by the licensee.
 14. Licensees shall not remove from a liquor product any added value item (on-pack or in-pack) provided by a liquor supplier. If the added value item is a near-pack, it must be utilized only in conjunction with the liquor product specified by the liquor supplier.
 15. Licensees shall not deface, remove or attempt to remove, the "SAMPLE" or "NOT FOR RESALE" designation from any added value item.
 16. Class D licensees may conduct their own added value promotions provided:
 - a) the items provided are of a nominal value;
 - b) the items are those included on the list of acceptable non-liquor products approved for sale in the retail outlet;
or
 - c) the items may identify the retail outlet (e.g., key chains, T-shirt, ball hats, corkscrew).
- NOTE:** The use of coupons for "cents off" purchases (including liquor) is acceptable as an added value promotion.
17. A supplier may not purchase, order or obtain any article(s) planned or intended for use as an added value promotion item from a business entity in which there is any direct or indirect relationship between the Class D licensee and the other commonly owned business.

J. INTERPRETATION AND ENFORCEMENT

1. The interpretation and enforcement of the guidelines are the responsibility of the AGLC Regulatory Division.
2. Failure to comply with the spirit and intent of the guidelines will result in sanctions limiting the liquor suppliers' and the licensees' ability to participate in product promotions in licensed premises. Sanctions include, but are not limited to:
 - a) warnings;
 - b) suspension of product promotion privileges for a specified period;
 - c) cancellation of product promotion privileges; and
 - d) any other sanction as determined by the Board consistent with the Gaming and Liquor Act and the Gaming and Liquor Regulation.

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.

SECTION: 8. ENFORCEMENT OF LEGISLATION

8.1 INCIDENT REPORTS AND HEARINGS

- 8.1.1 Where an Inspector has reasonable and probable grounds for believing that a violation of the *Gaming and Liquor Act* (GLA), the *Gaming and Liquor Regulation* or Board policy has occurred, the Inspector has, under legislation, authority to request the registrant to correct the situation.
- 8.1.2 An Incident Report setting out the circumstances of an alleged violation will be submitted to the Chief Executive Officer. A copy shall be given to the registrant within seventeen working days of the Incident Report being completed.
- 8.1.3 The Chief Executive Officer may refer an Incident Report to the Board for review and decision where circumstances warrant.
- 8.1.4 The Board shall decide whether to hold a hearing based on the Incident Report.
- 8.1.5 The Hearing File will be available for review by the registrant on the day of the hearing. Advance viewing may be arranged with the Board Office.

8.2 DISCIPLINE WITHOUT A HEARING

- 8.2.1 Pursuant to Section 91(2) of the GLA, the Board may do any one or more of the following without a Board Hearing:
- a) issue a warning;
 - b) impose conditions on a registration or rescind or amend existing conditions on the registration;
 - c) impose a fine of not more than \$200,000 and refuse to issue or reinstate a registration until the fine is paid; and/or
 - c) suspend or cancel a registration.

DATE ISSUED: Feb. 28, 2005

AUTHORITY: Original signed by

NORM PETERSON

SECTION: 8. ENFORCEMENT OF LEGISLATION

8.2.2 The Chief Executive Officer may do any one or more of the following without a Board hearing:

- a) issue a warning;
- b) impose conditions on a registration or rescind or amend existing conditions imposed by the Regulatory Division on the registration;
- c) offer specified penalties for the registrant's consent; or
- d) refer the Incident Report to the Board for review and decision.

8.2.3 Where a Board action is taken without a hearing, and a hearing is requested, the hearing will be scheduled within 60 days (Section 94(6) GLA).

8.3 WAIVER OF BOARD HEARING WITNESSES

8.3.1 The Board shall determine whether witnesses are required, or whether the registrant will be offered an opportunity to waive the requirement for witnesses to attend a specific Board hearing.

8.3.2 If provided the opportunity by the Board, for the registrant to have a Waiver of Board Hearing Witnesses (Form LIC 5191), the registrant has complete discretion to sign and accept Waiver of Board Hearing Witness.

8.3.3 Where there is no dispute as to the contents of the Incident Report and the registrant signs the Waiver of Board Hearing Witnesses form, the registrant is agreeing to the facts in the Incident Report, and witnesses will not be called to the Board Hearing.

8.3.4 Witnesses may be called by either party to deal with matters not covered in the Incident Report, regardless of the waiver decision.

8.3.5 When a signed Waiver of Board Hearing Witnesses form is received, the registrant may determine if he or she wishes to

SECTION: 8. ENFORCEMENT OF LEGISLATION

be present and make representations at the Board hearing or if he or she wishes to submit a written presentation to the Board and not personally attend the hearing.

8.4 CONSENT TO PROPOSED BOARD DECISION

8.4.1 A registrant may accept a proposed Board decision respecting disciplinary action (penalty) without a Board Hearing, when the registrant does not dispute the circumstances in the Incident Report and is prepared to accept the proposed disciplinary action.

8.4.2 Where the Board establishes a proposed disciplinary action the registrant shall be advised by written notice including:

- a) Notice of Proposed Board Decision;
- b) Consent to Proposed Board Decision;
- c) Incident Report;
- d) Penalty Guidelines; and
- e) Waiver of Board Hearing Witnesses.

8.4.3 Upon receipt of the Notice of Proposed Board Decision the registrant shall review the material and complete the Consent to Proposed Board Decision (Form LIC/5198) electing to:

- a) admit to the violation(s) contained in the Incident Report, accept the penalty offered on the Notice of Proposed Board Decision; or
- b) admit to the violation(s) contained in the Incident Report but proceed with a Board Hearing as directed by the Board. The registrant may elect to waive the requirement for witnesses by also completing the Waiver of Board Hearing Witnesses form; or
- c) not admit to the violation(s) contained in the Incident Report and proceed with a Board Hearing as directed by the Board with witnesses to be available.

SECTION: 8. ENFORCEMENT OF LEGISLATION

8.4.4 The Consent to Proposed Board Decision must be completed and returned to the Regulatory Division in St. Albert, within seven calendar days from the date the notice was received by the registrant. A hearing will be convened if consent is not received within the specified time frame.

8.4.5 When a penalty decision involves a fine and/or a suspension, the dates for the suspension, the amount of the fine and the date the fine is to be paid by, shall be included in the Notice of Proposed Board Decision and forwarded to the registrant.

8.4.6 Where a registrant accepts a proposed Board decision respecting disciplinary action (penalty) any seized liquor will be forfeited to the AGLC for destruction.

8.4.7 Where the Board stipulates that a Board Hearing is to be held, the Board shall also determine whether witnesses are required or whether the registrant will be offered an opportunity to waive the requirement for witnesses to attend the Board Hearing.

8.5 CONSENT TO PROPOSED SPECIFIED PENALTY

8.5.1 A registrant may accept a proposed specified penalty respecting disciplinary action (penalty) without a Board Hearing when the registrant does not dispute the circumstances in the Incident Report and is prepared to accept the proposed disciplinary action.

8.5.2 Where the Chief Executive Officer establishes a proposed disciplinary action, the registrant shall be advised by written notice including:

- a) Notice of Proposed Specified Penalty;
- b) Consent to Proposed Specified Penalty;
- c) Incident Report;
- d) Penalty Guidelines; and
- e) Waiver of Board Hearing Witnesses.

SECTION: 8. ENFORCEMENT OF LEGISLATION

8.5.3 Upon receipt of the Notice of Proposed Specified Penalty, the registrant shall review the material and complete the consent to Proposed Specified Penalty form, electing to:

- a) admit to the violation(s) contained in the Incident Report, accepting the penalty offered on the Notice of specified Penalty; or
- b) admit to the violation(s) contained in the Incident Report but proceed with a Board Hearing as directed by the Board. The registrant may elect to waive the requirement for witnesses by also completing the Waiver of Board Hearing Witnesses form; or
- c) not admit to the violation(s) contained in the Incident Report and proceed with a Board Hearing as directed by the Board with witnesses to be available.

8.5.4 The Consent to Specified Penalty form must be completed and returned to the Regulatory Division in St. Albert within fourteen calendar days from the date that the Notice of Proposed Specified Penalty is dated.

8.5.5 When a Notice of Proposed Specified Penalty involves a fine and/or suspension, the date(s) of the suspension, the amount of the fine(s) and the due date of the fine payment shall be included in the Notice of Proposed Specified Penalty.

8.6 PENALTY GUIDELINES

8.6.1 The Board shall establish guidelines that will provide a framework for penalty decisions regarding registrant violations of the *Gaming and Liquor Act*, *Gaming and Liquor Regulation* and Board policies.

8.6.2 The circumstances of each individual case shall be considered in the Board Hearing and penalties may vary and fall outside the guidelines.

8.6.3 The AGLC Penalty Guidelines are specified in the table listed on the next page (Attachment 8.6.3).

AGLC PENALTY GUIDELINES

The following scale of penalties represents disciplinary measures normally taken by the Alberta Gaming and Liquor Commission respecting violations of the Gaming and Liquor Act, Gaming and Liquor Regulation, an Order of the Board or a condition of a licence, pursuant to Section 91 of the Gaming and Liquor Act. Penalties may vary from the guidelines in mitigating or extreme circumstances. The Board, when making an Order under Section 91(2) of the Gaming and Liquor Act, will consider the relevant disciplinary record of the licensee/registrant and that of any affiliated business or corporation which holds a licence or registration issued under the Act. The following list of violations includes those which arise most frequently. The Gaming and Liquor Act and the Gaming and Liquor Regulation should be referenced for the actual wording of these and other violations.

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.			
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 \$50,000 fine.			
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 \$50,000 fine.			
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 \$50,000 fine.			
12. Licensee requesting or accepting inducements [GLR s.82(2)].	Up to cancellation and/or up to \$50,000 fine.			
BOARD POLICIES				
13. Contravention of Board Policies that are a condition of a liquor licence [GLA s.61(1)].	Up to cancellation and/or up to \$5,000 fine.			

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)
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 16 days and/or up to \$10,000 fine and in Class B premises (pool halls) a restriction prohibiting minors.	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 16 days and/or up to \$10,000 fine and in Class B premises (pool halls) a restriction prohibiting minors.	Up to cancellation.	Up to cancellation.
17. Permit a minor in licensed premises where minors are prohibited [GLA s.74(3)].	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.	Up to cancellation.
18. Failure to request identification from a person who appears to be under 25 years of age [GLA s. 61(1)]	Up to 3 days and/or up to \$1,000 fine.	Up to 6 days and/or up to \$1,500 fine.	Up to 10 days and/or up to \$4,000 fine.	Up to cancellation.
INTOXICATION				
19. Selling or providing liquor to a person apparently intoxicated by alcohol or a drug [GLA s.75.1(a)].	Up to 30 days and/or up to \$7,500 fine.	Up to 40 days or \$10,000 fine.	Up to cancellation.	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 30 days and/or up to \$7,500 fine.	Up to 40 days or \$10,000 fine.	Up to cancellation.	Up to cancellation.
21. Permitting a person apparently intoxicated by alcohol or a drug to take part in a gaming activity or provincial lottery that is conducted in licensed premises. [GLA s.75.1(c)].	Up to 6 days and/or up to \$1,500 fine.	Up to 8 days and/or up to \$2,000 fine.	Up to 10 days and/or up to \$4,000 fine.	Up to cancellation.
ILLEGAL REMOVAL OF LIQUOR				
22. Removal of liquor from licensed premises other than in accordance with the Act and Regulation [GLA s.68(2)].	1 to 8 days and/or up to \$2,000 fine.	9 to 16 days and/or up to \$4,000 fine.	17 to 30 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 [GLA s. 68(1)(b)].	1 to 10 days and/or up to \$2,000 fine.	11 to 30 days and/or up to \$6,000 fine.	31 to 60 days and/or up to \$40,000 fine.	Up to cancellation.
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)].	1 to 10 days and/or up to \$2,000 fine.	11 to 30 days and/or up to \$6,000 fine.	31 to 60 days and/or up to \$40,000 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 \$2,000 fine.	5 to 6 days and/or up to \$4,000 fine.	7 to 8 days and/or up to \$8,000 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.	3 to 7 days and/or up to \$2,000 fine.	8 to 28 days licence suspension 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].	5 to 7 days and/or up to \$5,000 fine.	8 to 10 days and/or up to \$10,000 fine.	11 to 20 days and/or up to \$15,000 fine.	Up to cancellation.