

CHARITY PROMOTIONS PROGRAM – APPLICATION FORM

LCBO Contact Person	
Supplier (or Agent) Contact Person	
Legal Name of Supplier (or Agent)	
Legal Name of Charity Receiving Contribution (the “Charity”)	
Charity Registration Number of Charity Receiving Contribution	
Product (include SKU)	
Amount of Contribution per Product (CAD)	
Qualifying Purchases in Retail, Online, or Both?	
Maximum Contribution (if applicable)	
Promotional Period	
Timeline for Making Contribution After Promotional Period	

As a condition to promoting charity/non-profit related promotions within LCBO retail locations (the “**Charity Promotions Program**”), the supplier (or its agent) is required to provide the documents outlined below and comply with the Terms and Conditions of the Charity Promotions Program, as outlined below.

THE CHARITY PROMOTIONS PROGRAM IS INTENDED FOR ALL LCBO SUPPLIERS THAT ARE PROVIDING DONATIONS FROM PRODUCT SALES TOWARDS A CHARITY/NON-PROFIT AND ARE PROMOTING THAT PARTNERSHIP VIA THEIR OWN WEBSITE, SOCIAL MEDIA OR NECKTAGS AS WELL AS THROUGH THE LCBO’S STORES, WEBSITE, OR SOCIAL MEDIA. IMPORTANT TO NOTE THAT THIS PROCESS IS NOT CONNECTED TO THE LCBO’S LABEL PACKAGING REVIEW PROCESS. FOR MORE INFORMATION ON THAT PROCESS PLEASE VISIT THE ‘QA POLICIES & GUIDELINES’ PAGE IN LCBO’S DOING BUSINESS SITE.

THIS APPLICATION FORM IS FOR PROSPECTIVE PARTICIPANTS OF THE CHARITY PROMOTIONS PROGRAM. SUPPLIERS INTERESTED IN PARTICIPATING IN LCBO’S CHARITY PROMOTIONS PROGRAM SHALL SUBMIT THIS APPLICATION FORM DETAILING THEIR PROPOSED PROMOTIONAL CAMPAIGN (THE “**PROMOTION**”) ALONG WITH A LETTER FROM THE CHARITY TO BE SUPPORTED CONFIRMING PERMISSION TO ENGAGE IN THIS PROMOTION (AS OUTLINED IN SCHEDULE A) AND PROOF OF CHARITABLE REGISTRATION FOR CONSIDERATION BY THE LCBO.

THIS FORM MUST BE SUBMITTED PRIOR TO PROMOTING THE PARTNERSHIP PUBLICLY. LCBO WILL REVIEW ANY POTENTIAL PROMOTIONS ACCORDING TO ITS POLICIES, AND OTHER ONGOING PROMOTIONS. THE LCBO IS UNDER NO OBLIGATION TO ACCEPT THE PROPOSED PROMOTION. THE SUPPLIER SHALL NOT PROCEED WITH THE PROMOTION OR ANY ADVERTISEMENTS RELATING TO THE PROMOTION UNLESS AND UNTIL NOTIFIED BY THE MERCHANDISING OR SUSTAINABILITY & SOCIAL IMPACT TEAM AT THE LCBO THAT THE PROPOSED PROMOTION HAS BEEN ACCEPTED.

IF YOUR ORGANIZATION REQUIRES A FRENCH CHARITY PROMOTIONS PROGRAM FORM OR LETTER TEMPLATE PLEASE CONTACT NATALIA MARTINEZ-NAGLES AT NATALIA.NAGLES@LCBO.COM.

The Charity Promotions Program and all Promotions within the Charity Promotions Program are subject to the Terms and Conditions outlined below.

CHARITY PROMOTIONS PROGRAM – TERMS AND CONDITIONS

- Supplier agrees to make a contribution in the above-referenced amount for each unit of the product during the promotional period, up to a maximum amount if applicable (hereinafter the “**Contribution**”).
- Supplier will make the Contribution for each unit sold both in-store and online during the promotional period (unless specified otherwise above).
- If there is a maximum amount Supplier will contribute (i.e., Supplier will make a contribution for each product sold up to a certain amount), that maximum amount must be listed above. If no maximum amount is listed above, Supplier agrees to contribute the above-referenced amount for each unit of the product sold during the promotional period.

LCBO SPIRIT OF SUSTAINABILITY

4. Supplier will make the Contribution to the above-referenced Charity within the timeline for making the Contribution following the promotional period, as stated above.
5. All references are in Canadian Dollars (CAD).
6. Supplier represents the following to LCBO:
 - a. Supplier has obtained the above-referenced Charity's approval and permission to engage in this Promotion, and has provided LCBO with documentation as such; and
 - b. Supplier has obtained consent from the above-referenced Charity to use the Charity's intellectual property in this Promotion, including but not limited to the Charity's name, logo, trademarks, or other intellectual property used in the shelf talkers, necktags, or other promotional materials in this promotion., and has provided LCBO with documentation as such.
7. Upon request by LCBO, Supplier will provide LCBO with written confirmation that the Contribution has been made within ten (10) days of payment. Written confirmation to be sent to Natalia Martinez-Nagles at Natalia.nagles@lcbo.com.
8. Supplier agrees to indemnify, defend and hold harmless the LCBO, its directors, officers, employees, members, volunteers and agents from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings, by whomsoever made, sustained, brought or prosecuted that are in any manner based upon, occasioned by, or attributable to:
 - a. any failure to obtain consent to use intellectual property contained on shelf talkers, necktags or promotional materials, including without limitation any actions, claims, damages or expenses in any manner arising from any actual or alleged infringement of any copyright, trademark or other proprietary or industrial property right;
 - b. the negligence or wilful misconduct of Supplier in connection with or related to its participation in the Charity Promotions Program or the performance of its obligations under the Promotion and the Terms and Conditions included herein;
 - c. any misrepresentation made by Supplier contained in this Application or made by Supplier in the course of its participation in the Charity Promotions Program or its performance pursuant to the Promotion;
 - d. LCBO terminating the Promotion pursuant to item 9, below;
 - e. any breach or default by Supplier of any of its obligations pursuant to these Terms and Conditions; or
 - f. any action taken or things done or maintained by virtue of the Charity Promotions Program, the Promotion, or otherwise arising in connection with the Charity Promotions Program, the Promotion, and/or Supplier.
9. LCBO may terminate the Promotion and immediately cease the campaign and remove all promotional materials related to this promotion if at any time:
 - a. Supplier has breached a material obligation, representation or warranty of these Terms and Conditions;
 - b. Supplier ceases to carry on its business;
 - c. An event takes place that, in LCBO's reasonable opinion, impacts on the reputation and good standing of either Supplier or the Charity receiving the Contribution; or
 - d. Any party becomes insolvent or voluntarily or involuntarily bankrupt, or makes an assignment for the benefit of its creditors.
10. The Charity Promotions Program and this Promotion are governed by the laws of the Province of Ontario and the Federal laws applicable therein.

The supplier (or its agent) has read the Terms and Conditions of the Program set out above and hereby agrees to abide by these Terms and Conditions.

Dated this _____ day of _____, 20____ at _____(city), Ontario.

Legal Name of Supplier: _____

Per: _____
Signature of Authorized Signing Officer

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

I have authority to bind the corporation.

Schedule "A"
Letter from Charity/Non-Profit to Supplier

[PRINT ON LETTERHEAD OF CHARITY/NON-PROFIT]

[Date]

To Whom It May Concern:

This letter confirms that [Charity] with Charity Registration Number [CRN number] has granted permission to [Supplier] to engage in the promotion with LCBO wherein [Supplier] will make a contribution of [\$___] per unit of [insert product] sold from [insert] to [insert] [, up to a maximum of _____], and [Supplier] and LCBO may advertise the promotion accordingly.

In agreeing to this Promotion, [Charity] grants to [Supplier] and LCBO a limited, non-exclusive, non-transferable, royalty-free license to use [Charity]'s trade-marks, logo designs, tradenames, and intellectual property used in the shelf talkers, necktags, and promotional materials in furtherance of this promotion.

We acknowledge that a copy of this letter will be provided to the LCBO as part of [Supplier]'s application form to participate in this program.

Kind Regards,

[CHARITY/NON-PROFIT]

Per: _____
Name: _____
Title: _____