

## Web Store Users

Visitors to this site may include visitors browsing for information and registered users who are authorized to use the Liquor Distribution Branch (“LDB”) wholesale website known as “Web Store” to order products for their retail or hospitality establishments.

To be a registered user of Web Store you must be:

- 1) either the holder of a valid licence issued by the Liquor Control and Licensing Branch which authorizes you to purchase liquor from the LDB for the purposes of resale, or a rural agency store or duty free store authorized by the LDB;
- 2) registered for a [BCeID](#);
- 3) approved and registered as a customer of the LDB Wholesale Customer Centre Vancouver (“WCC”); and
- 4) have a method of payment set up with the WCC so that you can complete payment for Web Store transactions.

For registered users who access Web Store, the following Web Store Terms of Use apply.

## Web Store Terms and Conditions of Use

As a registered user, authorized to use Web Store, your use of Web Store is subject to the following Web Store Terms and Conditions of Use. The LDB reserves the right to update these Web Store Terms and Conditions of Use and Privacy Statement at any time without notice to you.

### 1. Use of Content

All information, material and content, including but not limited to text, forms, product profile descriptions, moving images, videos, sound, music, tasting notes, photographs, images, graphic illustrations and other material (the “Material”) on Web Store are owned by the Government of British Columbia (as represented by the LDB) and its content providers. Furthermore, the Material is protected by copyright under the federal *Copyright Act*. Material may not be reproduced, redistributed, copied, or republished in any form for commercial purposes without the prior written permission of the LDB. Logos, designs, phrases, multimedia files, graphics, photographs, illustrations or words used on Web Store may constitute trade names, trademarks, service marks or official marks of the LDB or of other entities. The display of these marks on any LDB websites does not imply that a licence of any sort has been granted to the user.

Notwithstanding the above, you may use and copy documents such as the LDB Wholesale Order Handbook and documents posted on the Resources page on the [wholesale operations](#) website subject to the following:

- Use of documents associated with the provision of the services is for informational or personal/business own use and not for reproduction, duplication, copy, sell, resell or exploit for any commercial purpose including copied or posted on any computer or broadcast in any media;
- No modifications of any documents are made; and
- Copyright is attributed to the LDB.

## **2. Limitation of Liabilities**

Under no circumstances will the LDB be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages (including but not limited to damages arising from errors, omissions, interruptions, defects, delays in operations or transmissions, computer viruses or line failures) based on any use of Web Store, including without limitation, any lost profits, business interruption, or loss of programs or information, even if the LDB has been specifically advised of the possibility of such damages. Reference in Web Store to any other information by trade name, trade-mark, manufacturer and supplier or otherwise is not to be construed as an endorsement, sponsorship or recommendation of its services or products.

## **3. Warranty Disclaimer**

The LDB does not guarantee that the information contained in Web Store is accurate or complete or that it will remain current at all times. Web Store and all of the information it contains is provided “as is” without any warranty of any kind, whether express or implied. All implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and non- infringement or other violation of rights, are hereby expressly disclaimed.

## **4. Governing Law and Jurisdiction**

You agree that any legal matter that may arise between you and the LDB relating to the content or use of Web Store shall be governed by the laws of British Columbia and exclusively by its courts. All causes of action or claims you may have with respect to your use of Web Store must be commenced within one (1) year after the claim or cause of action arose, or such claim or cause of action is barred. The LDB’s failure to insist upon or enforce strict performance of any provision in these Web Store Terms and Conditions of Use shall not be construed as a waiver of

any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of your agreement with LDB regarding the use of Web Store.

## **5. Modification of Web Store**

The LDB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services (or any part thereof) provided through Web Store, with or without notice to you. You agree that the LDB will not be liable to you or to any third party for any modification, suspension or discontinuance of such service. You acknowledge that by using Web Store after the Web Store Terms and Conditions of Use have been altered, you agree to be bound by any such revisions. You agree to review the Web Store Terms and Conditions of Use periodically to determine the current terms and conditions to which you are bound.

## **6. Acceptance of Terms and Conditions**

These Web Store Terms and Conditions of Use constitute an agreement between you and the LDB and govern your use of Web Store. By accessing and using Web Store you acknowledge that you have read and agree to be bound by these Web Store Terms and Conditions of Use and to comply with all applicable laws and regulations, including regulations and rules regarding online conduct and acceptable content. You represent that you have the legal authority to accept these Web Store Terms and Conditions of Use on behalf of yourself and any party you represent.

You may also be subject to additional terms and conditions that are applicable to the transactions conducted through Web Store.

## **Web Store Privacy Statement**

As a registered user, when you access Web Store, a limited amount of information is collected from you, including personal information, through the use of audit logs and cookies (session cookies). A cookie is a small file stored on your computer by your web browser when using some websites.

### **1. What personal information is being collected?**

The personal information collected is:

- The web browser and operating system you are using (e.g. Vista, XP, Safari).
- The date and time of the visit.

- The pages or services accessed.
- If you were on another website before visiting the LDB Corporate website, the URL (web address) of that previous website if it referred you to the LDB Corporate website.
- The URL (web address) of the first website you visit immediately upon leaving the LDB Corporate website if you were referred to that website by the LDB Corporate website.
- The Internet Protocol (IP) network domain name (e.g. shaw.ca) and address (e.g. 192.10.100.20) of the computer you are using. IP address and domain are identifiers that may be used to distinguish between users and identify your internet service provider or your computer itself.

## **2. What safeguards are in place to protect my personal information?**

The LDB is obligated to protect your personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal. Specifically, access to systems, applications and the collected data is restricted to authorized personnel only. Furthermore, any personal information collected and used for identifying user trends (e.g. IP address) is aggregated and made anonymous during report generation.

## **3. How long is information retained?**

Some cookies will remain on your computer for only as long as your browser remains open, or until you delete them off your computer. Other cookies will remain on your computer so that you may be recognized when you return to the website. These cookies will expire no later than 18 months from when they are first placed on your computer. Information collected as a part of a cookie or a security audit log is retained for 2 years. Information collected or created by the LDB is maintained in accordance with government's records retention schedules and other legislative requirements.

## **4. Your Business Information**

By registering as a user of Web Store and submitting electronic orders and payment method for product you wish to purchase, you will be providing the LDB with business information about you and the product you wish to purchase. The LDB will keep a record of this information so that the LDB can fulfill your order and otherwise respond to your request including by providing you with a confirmation of your order and producing an invoice/shipping documents for the order being delivered to you. The credit card information you have provided to the LDB will be used to process the payment for product you order. If you have any questions regarding the credit card information you have provided to the LDB, please contact LDB Finance at 604-252-2895.

The LDB keeps records related to the sale of all products in the province, by SKU, including sales of product by SKU to specific wholesale customers.

Registration information for Web Store is considered business information and not personal information. The LDB generally will treat your business information as confidential but may share your business information, including products you have purchased, with other public bodies or other entities (including Liquor Control and Licensing Branch, Consumer Taxation, Canada Revenue Agency) that need or use the information in operating their programs, in accordance with Information Sharing Agreements. Under the Information Sharing Agreements, the entities to whom the LDB transfers information agree to comply with legally required information sharing standards and agree to use the information only for the purposes disclosed at the time the information was collected or for a use consistent with that purpose.

## **5. Links to Third Party Sites**

In regards to links provided by this website to other websites, the LDB is not responsible for privacy practices of the other websites. Please check the privacy policy of each website which you visit as they may be different from the LDB's privacy policies. The links provided to other sites from this website does not constitute an endorsement for the site or its ideas, products and services.