

BC Indigenous Cannabis Product Terms and Conditions

1. Introduction

- a. BC Indigenous Cannabis Product (BCICP) is a marketing program to support Indigenous cannabis producers' participation in the non-medical cannabis market by highlighting and identifying the cannabis product of federally licensed BC Indigenous cultivators and/or processors to retailers and consumers in BC.
- b. BCICP will be administered by the Liquor Distribution Branch (LDB) and the LDB will participate in BCICP as a wholesaler and retailer.
- c. Products registered under BCICP will be identified to wholesale customers on LDB's cannabis wholesale website using BCICP marketing materials, including a BCICP logo.
- d. Products registered under BCICP will be identified to retail customers using BCICP marketing materials on the BC Cannabis Stores online retail store and in BC Cannabis Stores locations that sell BCICP products. Product selection will vary by store.
- e. Licensed or authorized cannabis retail stores (CRS) that sell cannabis products registered under BCICP and federally licensed Indigenous cannabis cultivators and/or processors with products registered under BCICP have the option of using BCICP marketing materials (including BCICP branding) made available by LDB to identify BCICP registered cannabis product, subject to the Marketing Materials Terms of Use (<https://www.bcldb.com/BCICP>). The use of BCICP marketing materials by CRSs and federal licensees is voluntary.
- f. Registration of cannabis product under BCICP does not guarantee sales or purchase commitments by LDB cannabis wholesale or retail channels or by CRSs.

2. Program Eligibility Criteria

- a. Registration of cannabis products for BCICP must be made jointly by a cultivator and a processor. Both parties must complete, sign and submit a single Participant and Product Registration Form (<https://www.bcldb.com/BCICP>) to LDB for the cannabis products they intend to register for BCICP.
- b. At least one of the cultivator and processor identified on a Participant and Product Registration Form must be at least 51% owned by BC Indigenous governments or Indigenous individuals (as those terms are defined below) (the Indigenous Ownership Criteria) and also have their cultivation or processing facility(ies), as applicable, located in British Columbia.

- c. The cultivator and processor must each have valid cannabis cultivation or processing licenses, as applicable, issued by Health Canada.
- d. Each cannabis product listed on a Participant and Product Registration Form must be solely sourced in BC from the eligible cultivator or solely processed in BC by the eligible processor identified on that form.
- e. The processor must be registered with LDB under its standard vendor registration process and be entered into a Licensed Producer Supply Agreement for Non-medical Cannabis with the LDB. For more information on this process please contact Vendor Relations: cannabis.vendor@bclddb.com
- f. Each cannabis product submitted for BCICP registration must first be registered with the LDB through its standard product registration process, with a SKU number assigned, before submitting the Participant and Product Registration Form. For more information on this process please contact Vendor Relations: cannabis.vendor@bclddb.com
- g. Parties must provide necessary documentation at the request of LDB to confirm eligibility.

3. Indigenous Ownership

- a. Under BCICP:
 - i. Indigenous governments include the governments of First Nations, Nisga'a Nation, and other Indigenous governing bodies such as the Métis Nation of BC. More information on Indigenous governments in British Columbia is available at [Indigenous People - Province of British Columbia \(gov.bc.ca\)](http://gov.bc.ca).
 - ii. Indigenous individuals are members of communities led by Indigenous governments.
 - iii. In the case of applicant and participant corporations, partnerships or other organizational structures, applicants and participants should be able to provide documentation to establish that such corporation, partnership or other organization meets the 51% Indigenous ownership criteria.

4. Cultivator and Processor Relationship

- a. LDB assumes no risk in the relationship between federally licensed cannabis cultivators and processors. Any disputes arising in relationships between cultivators and processors should be addressed directly by the parties involved and BCICP participants agree to hold the LDB harmless in all respects in all such disputes.
- b. Subject to federal packaging and labeling requirements and restrictions and the Marketing Materials Terms of Use, determinations as to the branding, packaging, labeling and marketing of cannabis product registered under the BCICP are the sole responsibility of the cultivator and processor.

5. General Terms

- a. The Participant and Product Registration form must be completed and signed by authorized representatives of the cultivator and processor and accepted by the LDB in order for cannabis product of that cultivator and processor to be registered under BCICP.
- b. By submitting the Participant and Product Registration Form BCICP registrants acknowledge that they have read and agree to be bound by these Terms and Conditions as well as the Marketing Materials Terms of Use.
- c. LDB reserves the right to reject registrations to the BCICP that it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet applicable requirements (whether eligibility criteria listed above or other requirements).
- d. BCICP registrants are not permitted to use any BCICP marketing materials in conjunction with cannabis products submitted for BCICP registration until notified by LDB that the registration process has been completed and the submitted cannabis products have been registered.
- e. BCICP registrants and participants must provide a copy of their federal cultivation or processing licence to the LDB upon request.
- f. BCICP participants must inform LDB of any changes to their eligibility status or other changes that would impact the registration of any cannabis product under BCICP and submit a BCICP Removal Form for ineligible cannabis products within 10 business days of becoming aware of the change.
- g. LDB reserves the right to reject or remove BCICP cannabis product registrations that it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet applicable requirements (whether eligibility criteria listed above or other requirements).
- h. De-registration of a cannabis product from BCICP will not impact the ability of LDB or private cannabis retailers to sell such products, provided that such products otherwise remain validly registered and active in the LDB's inventory management system.