

**FINE WINE & GOOD SPIRITS**

**TERMS AND CONDITIONS FOR VENDOR-  
SPONSORED, IN-STORE PRODUCT  
TASTING EVENTS**

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## 1. INTRODUCTION

The Pennsylvania Liquor Control Board (“PLCB”) is committed to working with manufacturers, importers, licensed wine and/or spirits vendors, non-alcohol product vendors, and their employees, agents, or representatives (collectively, “vendors”) to provide product tastings to consumers in Pennsylvania. As part of this commitment, the PLCB offers vendors the opportunity to sponsor product tasting events in its numerous Fine Wine & Good Spirits (“FW&GS”) stores across the commonwealth. These Terms and Conditions govern vendor-sponsored, in-store product tasting events.

## 2. SCOPE

These Terms and Conditions apply to all vendor-sponsored product tasting events conducted in the PLCB’s FW&GS stores. Vendors will be required to acknowledge that they have read and understand these Terms and Conditions prior to being permitted to participate in or conduct any vendor-sponsored, in-store product tasting events. The PLCB reserves the right to modify or amend these Terms and Conditions at any time. The PLCB will provide vendors with reasonable notice of any modifications or amendments that are made to these Terms and Conditions.

## 3. VENDOR ELIGIBILITY

Any vendor who has wine, spirits, and/or non-alcohol products listed with the PLCB may participate in vendor-sponsored, in-store product tasting events, subject to obtaining prior approval from the PLCB and complying with these Terms and Conditions.

The PLCB reserves the right to limit or prohibit any vendor from participating in or conducting vendor-sponsored, in-store product tasting events for failure to comply with these Terms and Conditions, as set forth in more detail herein.

## 4. PRODUCT ELIGIBILITY

Only wine, spirits, and/or non-alcohol products currently listed with the PLCB are eligible to be used for vendor-sponsored, in-store product tasting events.

Products used for vendor-sponsored, in-store product tasting events must be part of the specific FW&GS store’s product assortment at the time that a request to conduct a tasting event is submitted by the vendor. Vendor-sponsored, in-store product tasting events are not intended as a means for vendors to force their products to be stocked in any FW&GS store.

Any questions related to placement of products or distribution of products in FW&GS stores should be directed to [LB, Product Selection](#).

## 5. GENERAL REQUIREMENTS

Licensed wine and/or spirits vendors must observe all applicable state and federal laws governing wine and spirits during vendor-sponsored, in-store product tasting events. Non-alcohol product vendors must observe all applicable state and federal laws, regulations, and guidelines governing food safety and be properly trained in food safety and sanitation.

All vendors must also comply with the [PLCB's Vendor Code of Conduct](#) and [Vendor Dress Code](#).

All persons participating in or conducting vendor-sponsored, in-store tasting events must be 21 years of age or older.

## 6. INSURANCE REQUIREMENTS

The PLCB must have a certificate of insurance (COI) on file from each interested party ("Applicant"), including the vendor of record, tasting scheduling company, winery, distillery, etc.

The Applicant and its carrier must fully understand the nature of the proposed relationship between the Applicant and the PLCB as it relates to vendor in-store tastings. Specifically, that by accepting the offer of participation in the PLCB's Vendor In-Store Tasting Program, including acceptance of and adherence to the program's terms and conditions, and providing the required minimum insurance coverage documentation, execution of the electronic Indemnity Against Liability Form and the Delegation of Signature Authority Form, the Applicant is entering into a contract with the PLCB.

The PLCB will not interpret policy documents such as endorsements, addenda, schedules, "quick references," or the like. Rather, the ACORD form is strongly preferred and must contain all relevant information.

Each Applicant must document, at minimum, the following types of coverage:

- General liability coverage (sometimes called "business liability insurance" or "commercial general liability insurance") for a minimum of \$1 million per occurrence AND a minimum of \$2 million per occurrence annual aggregate.

AND

- Liquor liability insurance for a minimum of \$1 million per occurrence AND a minimum of \$2 million per occurrence annual aggregate.

Some carriers do not sell liquor liability coverage at all, in which case the COI will identify separate policies from separate carriers. Some carriers sell general liability policies that include liquor liability either as part of the general liability package or as separate lines of coverage with separate limits of coverage.

If liquor liability coverage is under the same policy as the general liability coverage and is NOT a separate line of coverage, then the COI must document that the named insured has at minimum \$2 million per occurrence and a minimum of \$4 million per occurrence annual aggregate coverages.

If general and liquor liability coverages are under the same policy but constitute separate lines of coverage with separate limits, then that fact must be clearly documented on the COI, with relevant notes in the Description section.

If an Applicant does not have the above-listed minimum liquor liability coverages but has an excess or umbrella policy that explicitly includes liquor liability coverage, the PLCB may accept that excess or umbrella coverage substitution when fully and properly documented on the COI.

The PLCB must be named as an additional insured for each type of insurance described above. That may be accomplished via checking the “ADDL INSD” box next to each type of insurance and/or by inserting verbiage in the Description section.

No tastings will be scheduled until all required COIs are received by the PLCB.

An electronic copy of the certificate of liability insurance must be submitted to:

[ra-lbtastingcalendar@pa.gov](mailto:ra-lbtastingcalendar@pa.gov) - Attn: Tasting Scheduler Administrator

Vendors must also sign and submit an electronic copy of the [Delegation of Signature Authority Form](#) by email to the address set forth above.

All required insurance documentation must be received electronically, reviewed, and approved by the PLCB before a vendor may schedule or conduct a product tasting event in the PLCB’s FW&GS stores.

## 7. DISCLAIMER OF LIABILITY

To the extent permitted by applicable law, neither the PLCB, nor its members, employees, or agents, shall be liable to any consumer, vendor, or any third party for any losses or direct, indirect, consequential, incidental, special, or punitive damages arising in any way from a vendor’s participation in, advertisement of, or conducting of any vendor-sponsored, in-store product tasting event. In addition, neither the

PLCB nor its members, employees, or agents shall be liable for any vendor activity occurring outside of the PLCB's FW&GS stores, including but not limited to activities occurring on adjacent sidewalks or in adjacent parking lots. The foregoing limitations shall apply to any cause of action, regardless of whether it is based on contract, tort, negligence, strict liability, statute, or any other legal or equitable theory.

#### 8. INDEMNIFICATION AND DEFENSE

By participating in any vendor-sponsored, in-store product tasting event, each vendor agrees to defend, indemnify, and hold harmless the PLCB, its members, employees, or agents, from and against all claims, suits, damages, losses, liabilities, and costs and expenses (including attorney fees) arising from the vendor's participation in, advertisement of, or conducting of such tasting event.

#### 9. SCHEDULING TASTING EVENTS

Vendors wishing to conduct vendor-sponsored, in-store product tasting events must schedule such tasting events using the [Tastings Scheduler portal](#). Vendors will be required to register and set up an account to access the portal.

All tasting events must be entered on the Tasting Scheduler portal at least 30 days prior to the date of the proposed tasting event. Vendors are required to identify all products to be tasted by consumers at each tasting event at the time of scheduling.

Only one vendor may conduct an in-store tasting event at any one FW&GS store at any one time, unless otherwise approved by the PLCB.

The Tasting Scheduler portal will generate a confirmation email for each tasting event that is successfully entered. If a confirmation email is not received, this is an indication that there was an issue with the entry (e.g., conflict with another tasting event, missing information, etc.). If this happens, the vendor will need to review the initial entry and either correct or attempt to resubmit the same.

A separate confirmation email will be generated if and when a tasting event is approved. The PLCB has the discretion to approve or reject a request to conduct a tasting event for any reason. Decisions by the PLCB regarding whether to approve or reject requests to conduct tasting events are final and are not subject to appeal.

Vendors are not permitted to conduct back-to-back tasting events for the same products in the same stores in sequential time slots. The PLCB will reject any entries that violate this prohibition as a matter of course.

Vendors are responsible for confirming that each tasting event has been approved, prior to participating in or conducting a tasting event. Vendors should retain all confirmation emails, since they serve to verify that vendors correctly entered tasting

events and did so within the designated timeframe. The Tasting Scheduler Administrator will only correct scheduling issues if a vendor is able to provide a confirmation email proving timely submission of the entry.

Vendors are permitted to modify an entry for a scheduled tasting event no less than 14 days prior to the date of such tasting event. Modifications to entries for scheduled tasting events must be emailed to the Tasting Scheduler Administrator at [LB, Tasting Calendar](#).

Vendors are expected to properly staff and successfully execute all approved tasting events. Therefore, vendors should plan carefully prior to scheduling any tasting events.

For the PLCB to maintain knowledge of and approval for vendor representatives conducting business in FW&GS stores, the vendor is required to provide a comprehensive list by store of all representatives who conduct tastings and are employed by the vendor and/or its agents (i.e., tasting companies) by email to the Tasting Scheduler Administrator at [LB, Tasting Calendar](#). Vendors are required to immediately notify the PLCB in writing of any and all changes to the list of approved representatives.

Vendors are required to provide a written letter of intent or vendor credential for all approved vendor representatives conducting business in FW&GS stores. This documentation must be on official company letterhead and contain the following information:

- The name and contact information of the vendor representative.
- The name and contact information for the vendor of record.
- A statement by the vendor of record authorizing the representative to conduct business on its behalf; and
- The expiration date of the authority being granted.

Vendor representatives must be prepared to surrender a copy of this documentation while completing the mandatory sign-in sheet immediately upon arrival at the FW&GS store and prior to conducting the tasting event. The PLCB will retain a copy of the documentation surrendered for every vendor tasting event.

Any tasting event that will exceed the normal scope of vendor-sponsored, in-store tasting events must be coordinated with members of the PLCB's Office of Communications and Retail Planning & Promotions Division in advance. This includes any celebrity, winemaker or brand ambassador appearances or special programs that would require additional in-store set-up, staffing, or landlord approvals. For more information, contact the Tasting Scheduler Administrator via email at [LB, Tasting Calendar](#).

Vendors are responsible for reaching out to the store prior to the date of a scheduled tasting event to confirm adequate inventory is available to sustain any anticipated increase in sales that may result from the tasting event. It is recommended that vendors contact the FW&GS store at least 10 days prior to the date of the tasting event.

The PLCB will generally not become involved in scheduling or conducting outdoor activities in connection with tasting events. Vendors desiring to conduct any activities outside of the PLCB's FW&GS stores must obtain approval from the appropriate property owner. Please note that the PLCB does not own the sidewalks or parking lots adjacent to its FW&GS stores; rather, ownership of the same typically rests with the landlords from whom the PLCB leases its stores. Questions regarding outdoor activities for scheduled tasting events must be emailed to the Tasting Scheduler Administrator at [LB, Tasting Calendar](#).

#### 10. CANCELLATION OF SCHEDULED TASTING EVENTS

If a vendor must cancel a scheduled tasting event, the vendor is required to immediately notify the FW&GS store at which such tasting event was scheduled to occur. The vendor must also immediately notify the Tasting Scheduler Administrator via email at [LB, Tasting Calendar](#) and provide a specific reason for the cancellation.

The PLCB reserves the right to cancel a scheduled tasting for any reason and at any time.

Any requests to reschedule cancelled tasting events must be submitted to the Tasting Scheduler Administrator via email at [LB, Tasting Calendar](#) for review and approval. Such requests may not be made to FW&GS store employees.

#### 11. PROCUREMENT OF PRODUCTS AND MAXIMUM LIMITS

Vendors pouring tastings of wine and/or spirits at in-store tasting events MUST purchase such products from the PLCB in advance of each event. This means all products to be poured for tastings at in-store events must be established PLCB codes in advance of each in-store event to ensure those products were properly registered and procured, and taxes were paid on them. Vendors are NOT permitted to bring bottles from their own stock to in-store events unless such products were previously purchased from the PLCB. Vendors will be required to demonstrate to the person in charge that any products being brought into or removed from the FW&GS store were paid for by presenting a purchase receipt.

Any products used during any vendor-sponsored, in-store tasting event must be dispensed from original containers prepared by the manufacturer with labels visible to the consumer.

A maximum of four products from a vendor may be made available for tasting by consumers during any single tasting event.

#### *Wine Products*

For wine products, a maximum of one ounce may be served or furnished to any one consumer for each product made available during a single tasting event. No consumer may be served or furnished with more than four ounces total of wine during a single tasting event.

#### *Spirits Products*

For spirits products, a maximum of one-quarter ounce may be served or furnished to any one consumer for each product made available during a single tasting event. No consumer may be served or furnished with more than one ounce total of spirits during a single tasting event.

### 12. USE OF ANOTHER VENDOR'S PRODUCTS

When conducting vendor-sponsored, in-store product tasting events, wine and/or spirits vendors may only use products for which they own or represent the brand. Under no circumstances may a wine and/or spirits vendor use products for which another wine and/or spirits vendor owns or represents the brand, whether for purposes of providing comparative tastings or otherwise.

A non-alcohol product vendor may use products owned or represented by a wine and/or spirits vendor, but only if the non-alcohol product vendor first obtains both of the following: (1) written consent from the wine and/or spirits vendor or manufacturer; and (2) prior approval from the PLCB to use the specific products.

### 13. VISIBLY INTOXICATED PERSONS OR MINORS

No alcoholic beverages may be served or furnished to persons who are visibly intoxicated or who are under 21 years of age. Vendors must take proper steps to prevent alcoholic beverages from being provided to these individuals. If anyone who is visibly intoxicated or who appears to be under 21 years of age attempts to obtain alcoholic beverages being provided by vendors as part of a vendor-sponsored, in-store tasting event, vendors are responsible for immediately reporting such individuals to PLCB store personnel.

### 14. DURATION OF TASTING EVENTS

All vendor-sponsored, in-store tasting events will be two consecutive hours in duration starting on an even hour.

## 15. FOOD, SUPPLIES, AND EQUIPMENT

Vendors sponsoring and conducting tasting events must provide food for consumption by consumers during each tasting event. The type of food may vary from crackers, cheese, dried meats, to seasonal or special items, etc.

It is the sole responsibility of vendors sponsoring tasting events to provide all supplies and equipment necessary for such event. Supplies may include but are not limited to the following: dump buckets; disposable glasses/cups; ice; napkins; tablecloths; tasting containers; and tables. All supplies are subject to PLCB approval. Vendors are not permitted to utilize any PLCB-owned equipment or supplies unless given express consent by the PLCB.

Any consumables (food, ice, wine, spirits) provided as part of a tasting event should be handled and stored consistent with guidance issued by the Pennsylvania Department of Agriculture, specifically the [Guidelines for Product Samples](#). Vendors are responsible for ensuring that their employees, agents, or representatives follow applicable laws, regulations, and guidelines governing food safety and are properly trained in food safety and sanitation.

## 16. EMPLOYEE PARTICIPATION IN TASTING EVENTS

On-duty PLCB employees are prohibited from actively participating in, or receiving or consuming products offered during, vendor-sponsored, in-store tasting events. However, on-duty employees may provide limited assistance to help accommodate the presence of vendors in FW&GS stores during scheduled tasting events.

Off-duty PLCB employees, on the other hand, may fully participate in product tasting events, as long as the events and any products offered (in terms of type, quantity, and volume) or other promotional opportunities made part thereof are: (1) available to all members of the general public; (2) not based on their status as a PLCB employee, nor reasonably likely to be perceived as being based on such status; and (3) not prohibited by state or federal laws.

## 17. DISPOSAL OF LEFTOVER PRODUCTS AND EMPTY CONTAINERS

At the conclusion of any vendor-sponsored, in-store tasting event, the vendor must remove any unused and unopened bottles or containers of products from the FW&GS store. The vendor must also either discard any unused portions of bottles or containers at the FW&GS store or reseal the bottles or containers and remove them from the premises. No products used for a tasting event may be placed in storage at a FW&GS store.

Vendors must dispose of all empty wine or spirits bottles or containers in accordance with the provisions of section 491(5) of the Liquor Code, 47 P.S. § 4-491(5).

Under no circumstances may vendors give or provide leftover or unused products to PLCB employees.

At the conclusion of the tasting event, vendors will be required to demonstrate to the person in charge that any products being removed from the FW&GS store were paid for by presenting a purchase receipt.

#### 18. ADVERTISING OF TASTING EVENTS

Any advertising of a vendor-sponsored, in-store tasting event is subject to prior approval by the PLCB. Advertising requests should be submitted to the Advertising and Promotion Division via email at [RA-AdvertisingPromotions@pa.gov](mailto:RA-AdvertisingPromotions@pa.gov).

#### 19. VENDOR CONDUCT DURING TASTING EVENTS

In addition to the foregoing, vendors participating in or conducting vendor-sponsored, in-store tasting events, must abide by the following requirements:

1. Vendors must always act in a professional and courteous manner. Unruly or disruptive behavior, or the use of profanity, will not be tolerated.
2. Vendors must always be attentive to consumers wishing to participate in the tasting event.
3. Vendors are discouraged from using cell phones during tastings events unless such use is in support of the tasting experience. Vendors are permitted minimal photography of their own represented brands of products, for internal use only, to confirm a tasting has been conducted as scheduled. Verbal approval from customers must be obtained by the person hosting the tasting before any customers may be photographed. Any other use of photos taken during in-store tastings must be approved by the PLCB in advance.
4. Vendors are expected to arrive at least 15 minutes prior to the scheduled and approved start time for a tasting event and must be prepared to begin the tasting promptly at such scheduled and approved start time.
5. Vendors are prohibited from concluding a tasting event prior to the scheduled and approved end time.
6. Vendors are required to sign in using the designated sign-in sheet provided by the person in charge at the FW&GS store prior to each tasting event.
7. The PLCB reserves the right to require vendors to demonstrate proof of purchase to the person in charge for any products being brought into or removed from a FW&GS store for the purpose of conducting in-store tastings.
8. Vendors must provide a letter of intent/business credentials demonstrating

that each individual conducting a tasting event has the authority to do so prior to the start of that tasting event. A copy of such documentation must be presented to the person in charge at the FW&GS store to be retained by the PLCB. No tasting events are permitted to begin until the sign-in sheet is completed by the vendor, proper credentials are provided, and the person in charge verifies that the necessary information has been provided.

9. Vendors are required to provide the Tasting Schedule Administrator with a comprehensive list by store of all representatives who conduct tastings and are employed by the vendor or its agents (i.e., tasting companies). Vendors are required to immediately notify the PLCB of any and all changes to the list of approved representatives.
10. Vendors are prohibited from making changes to shelf placements or the number of facings for any products carried in a FW&GS store.
11. Vendors are required to maintain a clean and orderly tasting area within the FW&GS store during the tasting event. All debris and rubbish must be cleaned up by the vendor immediately following the tasting event.
12. Vendors are required to adhere to any additional temporary or permanent policies or procedures relative to the operation of FW&GS stores and/or the conducting of in-store tastings that may be implemented by the PLCB at any time and for any reason, including to address public health and safety issues.

## 20. SUSPENSION OR REVOCATION OF TASTING PRIVILEGES

If a violation of these Terms and Conditions is reported to the PLCB, or if the PLCB otherwise becomes aware of a violation, the Tasting Scheduler Administrator will conduct a review of the reported or suspected violation. As part of such review, the Tasting Scheduler Administrator will contact the vendor in writing and allow a reasonable opportunity for the vendor to provide an explanation of the circumstances along with a plan of corrective action.

If a violation is determined to have occurred, the PLCB may limit or prohibit the vendor from participating in or conducting future vendor-sponsored, in-store product tasting events. The PLCB will generally try to work with vendors to resolve any issues that may arise, particularly in instances where vendors have demonstrated a definite commitment to addressing the issues on their own.

However, repeated violations, without substantial vendor-initiated corrective action being taken, will not be tolerated. If this occurs, the PLCB will suspend the vendor's tasting privileges for a period of 30 days. During this time, the vendor will be prohibited from scheduling or conducting any vendor-sponsored, in-store tasting events. In addition, any future tasting events that are scheduled at the time the suspension goes into effect will be cancelled, and those tasting events may not be rescheduled. At the end of the 30-day suspension, the vendor will be required to undergo a 90-day probationary period whereby it may schedule no more than four

tasting events per month. If during that probationary period, the vendor demonstrates full compliance with these Terms and Conditions, the vendor will once again be permitted to schedule tasting events without additional restrictions.

Notwithstanding the foregoing, the PLCB reserves the right to, at any time, suspend a vendor's privileges to conduct vendor-sponsored, in-store product tasting events for a longer duration or permanently revoke such privileges for any violation of these Terms and Conditions.

## 21. QUESTIONS

All questions regarding these Terms and Conditions and/or vendor-sponsored, in-store product tasting events should be sent via email to the Tasting Scheduler Administrator at [LB, Tasting Calendar](#).

## ACKNOWLEDGEMENT

Each vendor must designate an individual who will be responsible for disseminating the PLCB's Terms and Conditions for Vendor-Sponsored, In-Store Product Tasting Events to all employees, agents, or representatives of such vendor that may be involved with scheduling or conducting in-store product tasting events. This individual, as well as any other individuals who will be scheduling or conducting in-store product tasting events, must complete and return this form to the Tasting Scheduler Administrator. Vendors are responsible for ensuring that all necessary forms have been completed and submitted. Vendors will be precluded from participating in any in-store product tasting events until all necessary forms have been received by the Tasting Scheduler Administrator.

Completed forms must be submitted via email to [LB, Tasting Calendar](#).

I hereby acknowledge that I am authorized to act on behalf of \_\_\_\_\_ (vendor company name), and I am completing this form as \_\_\_\_\_ (owner, officer, director, human resources representative, tasting scheduler, tasting conductor, etc.).

I further acknowledge that I have fully reviewed the PLCB's Terms and Conditions for Vendor-Sponsored, In-Store Product Tasting Events, and I understand and agree to abide by the same.

I also acknowledge that the PLCB's Terms and Conditions for Vendor-Sponsored, In-Store Product Tasting Events will be disseminated to all employees, agents, or representatives of the above-named vendor who may be involved with vendor-sponsored, in-store tasting events. (Check only if you are the person responsible for dissemination.)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date