

## AGREEMENT

THIS AGREEMENT dated for reference October 4, 2019, is

### BETWEEN:

**Business Practices and Consumer Protection Authority** ("Consumer Protection BC")

### AND

**Ontario Ministry of Government and Consumer Services** ("Ontario")

### WHEREAS

- A. Consumer Protection BC, under an agreement with the BC Ministry of Public Safety and Solicitor General, administers in the public interest the BC *Motion Picture Act* RSBC 1996 c. 314 as amended and Regulations (the "*Motion Picture Act*");
- B. Consumer Protection BC provides film classification information for businesses and consumers in BC, as well as the Provinces of Saskatchewan and Manitoba through administrative agreements;
- C. Ontario intends to require distributors of motion pictures intended for exhibition in theatres in Ontario to have received classifications from Consumer Protection BC in its capacity as an entity designated with the functions, powers and duties of the Director of Motion Picture Classification for British Columbia under the *Motion Picture Act* ("the Director of Motion Pictures");

### CONSUMER PROTECTION BC AND ONTARIO AGREE AS FOLLOWS:

1. In this agreement

"**adult film**" means a film which depicts scenes described in the definition of "adult motion picture" in section 1 of the *Motion Picture Act*.

"**distributor**" means a motion picture distributor as defined in the *Motion Picture Act*;

"**film**" means a motion picture in any pre-recorded format as defined in the *Motion Picture Act* including a feature film or a trailer;

"**implementation date**" means October 4, 2019;

### CONSUMER PROTECTION BC'S OBLIGATIONS

2. Consumer Protection BC will provide a distributor who has submitted to Consumer Protection BC a film for review, under Section 2(1) of the *Motion Picture Act*, with a certificate of

classification "Ontario Certificate" indicating the classification Consumer Protection BC has given to that film and indicating that such film has been classified in accordance with this Agreement.

3. Where a distributor intends to exhibit theatrical films only in the Province of Ontario, Consumer Protection BC will provide a commercial distributor who has submitted to Consumer Protection BC a film for review with a certificate of classification "Ontario Certificate" indicating the classification Consumer Protection BC has given to that theatrical film and indicating that such a theatrical film has been classified in accordance with this Agreement. For clarity, Consumer Protection BC will not classify or review "films" for "film festivals" – as defined in Film Classification Act General Regulation 452/05.
4. Consumer Protection BC will use the classification categories set out in Section 3 of the Motion Picture Act Regulations attached to this Agreement as Schedule "A" and as may be amended from time to time.

#### **TERM**

5. This Agreement will commence on the implementation date and is in effect for a term of two years from that date, provided that it may be extended on such terms and conditions as the parties may agree to for additional terms of up to 4 years each.

#### **COST RECOVERY**

6. Consumer Protection BC will assess the fees it requires to charge distributors, as it considers appropriate, in order to recover its costs in respect of motion picture classification for the term of the Agreement and Ontario will not impose its own fee on film distributors for classifications or approvals conducted by Consumer Protection BC.

#### **TERMINATION CONDITIONS**

7. Either Ontario or Consumer Protection BC may terminate this Agreement for any reason by giving six months written notice of termination to the other party.
8. A party may terminate this Agreement by giving one month's written notice to the other in the event that the other party has failed to comply with this Agreement after having been given written notice of, and a reasonable opportunity (being not less than 30 days) to remedy, the failure.

#### **GENERAL**

9. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia and Ontario.
10. Time is of the essence in this Agreement.
11. To be effective, any notice contemplated by this Agreement must be in writing and be sent by fax, e-mail, courier or registered mail to the address below or to the current location if different from that below.

**Consumer Protection BC**

Consumer Protection BC  
Attention: President and Chief Executive Officer  
200 - 4946 Canada Way  
Burnaby BC V5G 4H7  
Fax: 604.320.1655  
Email: [classadmin@consumerprotectionbc.ca](mailto:classadmin@consumerprotectionbc.ca)

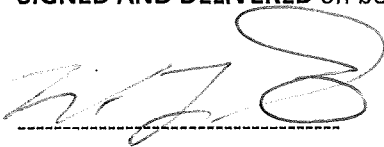
**Ontario**

Ontario Ministry of Government and Consumer Services  
Attention: Assistant Deputy Minister, Policy, Planning and Oversight Division  
56 Wellesley Street West, 6<sup>th</sup> Floor  
Toronto, ON M7A 1C1  
Email: [michele.sanborn@ontario.ca](mailto:michele.sanborn@ontario.ca) and [PublicSafetyandOperationsPolicyBranch@ontario.ca](mailto:PublicSafetyandOperationsPolicyBranch@ontario.ca)

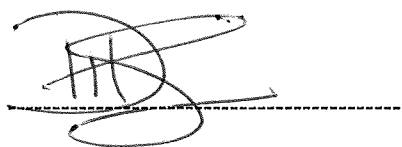
- 12. Either of the parties may give notice to the other of a substitute address, fax number of email address from time to time.
- 13. A waiver of any term of this Agreement or of any breach by either party of this Agreement is effective only if it is in writing and is not a waiver of any other term or any other breach.
- 14. No modification of this Agreement is effective unless it is in writing and signed by the parties.
- 15. This Agreement and any modification of it constitute the entire Agreement between the parties.
- 16. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or derived from it, unless the parties otherwise agree, must be referred to and finally resolved by arbitration conducted under the *Arbitration Act* (British Columbia) in accordance with the Domestic Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre.
- 22. The Schedule to this Agreement forms part of this Agreement.

This Agreement has been executed by the parties as of the date first written above.

**SIGNED AND DELIVERED** on behalf of Consumer Protection BC by an authorized signatory:

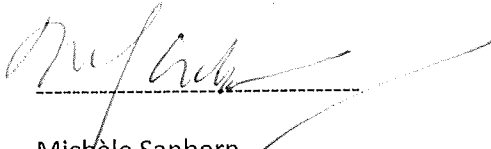


Robert Gialloreto  
President & CEO

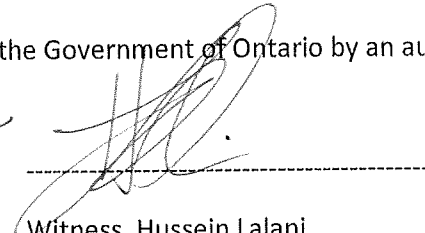


Witness, Dan Stefanson  
Vice President, Strategic Services

**SIGNED AND DELIVERED** on behalf of the Government of Ontario by an authorized signatory:



Michèle Sanborn  
Assistant Deputy Minister (A)  
Policy, Planning & Oversight Division



Witness, Hussein Lalani  
Director  
Public Safety & Operations Policy Branch

## SCHEDULE "A"

### BC Motion Picture Act Regulations

#### Classification

3. On approving a motion picture submitted under section 2(1) of the Act, the director must classify the motion picture into one of the following categories:

(a) **General** — Suitable for viewing by persons of all ages. Occasional violence, swearing and coarse language, and the most innocent of sexually suggestive scenes and nudity, are permitted in this category.

(b) **Parental Guidance** — Parental guidance advised. Theme or content may not be suitable for all children although there is no age restriction. Motion pictures in this category may contain less subtle sexually suggestive scenes and nudity and a more realistic portrayal of violence than in the General category; coarse language may occur more often than in the General category.

(c) **14A** — Suitable for persons 14 years of age or older. Persons under 14 years of age must view these motion pictures accompanied by an adult. Motion pictures in this category may contain violence, coarse language or sexually suggestive scenes, or any combination of them.

(d) **18A** — Persons under 18 years of age must view these motion pictures accompanied by an adult. Motion pictures in this category will contain horror, explicit violence, frequent coarse language or scenes that are more sexually suggestive than in the 14A category, or any combination of them.

(e) **Restricted** — Restricted to persons 18 years of age and over. Persons under 18 years of age are not permitted to attend under any circumstances. These motion pictures are "adult motion pictures" as defined in the Act, and may contain explicit sexual scenes, violence or scenes referred to in section 5 (3) of the Act, or any combination of them. The director will assign this classification to motion pictures if the director considers that the theme, subject matter or plot of the adult motion picture is artistic, historical, political, educational or scientific.

(f) **Adult** — Restricted to persons 18 years of age and over. Persons under 18 years of age are not permitted to attend under any circumstances. These motion pictures are "adult motion pictures", as defined in the Act, and may contain explicit sexual scenes or scenes of brutality or torture to persons or animals, or any combination of them, that are portrayed in a realistic and explicit manner; however, the scenes would, in the director's opinion, be tolerable to the community.

#### Trailers

Consumer Protection BC uses three unique designations when classifying trailers. These designations give theatre managers more flexibility in determining trailer placements than applying one of the six categories.



Approved trailers may be exhibited with all motion pictures.



Special Permission trailers may not be exhibited with motion pictures classified G or PG.



Restricted trailers may be exhibited only with motion pictures classified as Restricted or Adult.