

Supplier Terms and Conditions

The terms and conditions herein are established by the Saskatchewan Liquor and Gaming Authority (SLGA) pursuant to *The Alcohol and Gaming Regulation Act, 1997* and *The Gaming Regulations, 2007*.

1. DEFINITIONS

- (a) “**Act**” means *The Alcohol and Gaming Regulation Act, 1997*.
- (b) “**Certificate of Registration**” means a certificate of registration granted pursuant to section 146 of *The Alcohol and Gaming Regulation Act, 1997*.
- (c) “**Gaming Employee**” means, for the purpose of these terms and conditions:
 - i) persons employed by a supplier or registered supplier who have access to the gaming floor, technical services area or other secure area of a casino to which the general public does not have access or
 - ii) persons employed by a supplier or registered supplier who have access to sensitive or confidential patron and/or gaming-related information.
- (d) “**Investigation**” means an inquiry or review conducted by SLGA to determine the eligibility of a supplier to be registered or of a registered supplier to continue to be registered; and includes but is not limited to, an inquiry or review relating to the honesty and integrity and financial history of a supplier or registered supplier.
- (e) “**Key Person**” means suppliers who are individuals or partners, a person who owns 5% or more of a supplier’s business, a person who, in the opinion of SLGA, has provided direct or indirect financial to, or has a beneficial interest in the supplier, the supplier’s business or an affiliated corporation of the supplier, a person who is a member of the executive and participates in management or corporate decisions and members of a board of directors, key stakeholders, officers and senior executive (such as CEO, CFO, Executive Directors and Vice Presidents).
- (f) “**Registered Supplier**” means a person or business to whom a certificate of registration has been granted for the purpose of acting as a gaming or non-gaming supplier.
- (g) “**Regulations**” means *The Gaming Regulations, 2007*.
- (h) “**SLGA**” means the Saskatchewan Liquor and Gaming Authority.
- (i) “**Supplier**” means, for the purpose of these terms and conditions, a person or business who has applied for a certificate of registration as a gaming or non-gaming supplier.

2. NOTICE

- (a) A supplier or registered supplier must provide SLGA with written permission for SLGA to obtain any information from any person or any source it considers necessary. (Completion of Part 11 of the application form provides this permission).
- (b) A supplier or registered supplier is responsible for complying with and understanding the provisions of *The Alcohol and Gaming Regulation Act, 2007*, *The Gaming Regulations, 2007* and the terms and conditions.
- (c) A supplier or registered supplier must comply with applicable legislation, lawful policies, orders and directions of the province and its agents and conditions set out in policy established by SLGA.
- (d) A supplier or registered supplier who operates in breach of any term or condition herein may be subject to an immediate suspension or cancellation of the certificate of registration to which the breach relates.
- (e) Subsection 146(8) of *The Alcohol and Gaming Regulation Act, 1997* authorizes SLGA to amend, vary, repeal, substitute or add any terms and conditions when a certificate of registration is issued, renewed or at any time during the period of registration.

3. GENERAL CONDITIONS

- (a) A supplier or registered supplier must complete any forms SLGA considers necessary.
- (b) The information provided to SLGA must be accurate and complete.
- (c) Information requested by SLGA must be submitted within 14 days of receiving the request.
- (d) A supplier or registered must provide SLGA with access to copies of any information it considers necessary to determine whether a certificate of registration should be granted or denied. This includes giving SLGA access to any records it considers necessary, such as personal, business, financial and tax information of the supplier or any of its key persons.
- (e) A supplier or registered supplier must give SLGA access, during normal business hours, to any premises, facilities and equipment used by their business to supply their supplies or services.
- (f) A supplier or registered supplier must provide SLGA with copies of the criminal record of their business and its key people.
- (g) A supplier or registered supplier must provide SLGA with any information from any person or any source it considers necessary to determine whether the supplier, its business or any of its key people are of good character, are financially stable with a history of financial responsibility and are capable of providing supplies or services and demonstrate a level of skill, experience, knowledge, and ability necessary to supply the supplies or services for which the supplier or registered supplier is applying for or renewing their registration. SLGA may request this information at any time during a period of registration.
- (h) A supplier must register their business with the Information Services Corporation (ISC) of Saskatchewan prior to conducting business in Saskatchewan.
- (i) Any person designated by SLGA to be a key person must complete a *Personal Disclosure Form*.
- (j) Any person designated by SLGA to be a gaming employee must complete a *Gaming Employee Application (Supplier Employees)*.
- (k) A supplier or registered supplier is required to reimburse SLGA all reasonable costs incurred in the due diligence review of the supplier or registered supplier and/or any of their key people.
- (l) A registered supplier may only possess one certificate of registration at a time.
- (m) A certificate of registration is valid:
 - i) for five years, unless an earlier date is indicated, and
 - ii) as long as the fees (unless waived by SLGA) are paid on annual basis no later than the deadline provided by SLGA.
- (n) A registered supplier must not, by their actions, cause a licensee to violate *The Alcohol and Gaming Regulation Act, 1997*, *The Gaming Regulations, 2007* or any term and conditions, policy or guideline set by SLGA, of a lottery or gaming event for which they are contracted to provide services.
- (o) A registered supplier may only supply the supplies and/or services identified in Part 5 of the supplier application form. Changes or additions to those supplies and/or services must be approved by SLGA prior to being offered for sale.
- (p) A registered supplier must comply with all applicable *Gaming Integrity Standards* as established by SLGA and any amendments thereto. For a list of the Gaming Integrity Standards, visit our website or phone 306-798-4320.
- (q) A registered supplier is required to collect and submit provincial sales tax to the Government of Saskatchewan, when the supplies and services supplied are taxable.
- (r) A registered supplier must continue to be of good character and maintain their suitability during their period of registration.

- (s) Registration as a gaming or non-gaming supplier does not guarantee a contractual arrangement in Saskatchewan.
- (t) No proprietary rights accumulate with registration as a gaming or non-gaming supplier.

4. CONFLICT OF INTEREST

- (a) A registered supplier shall ensure there is no conflict of interest, real or perceived, with regard to providing supplies or services for the operation or conduct and management of a lottery scheme. A conflict of interest means any situation in which a registered supplier who provides supplies or services, or any of its key people, either for himself or some other person(s), promotes or attempts to promote a private or personal interest which results or appears to result in the following:
 - i) a conflict or interference with the exercise of his duties; or
 - ii) a gain or an advantage by virtue of his position.

5. NOTIFICATION OF CHANGES

- (a) A registered supplier must notify SLGA within 7 days of any changes that might affect the suitability of the supplier, its business and/or any of its key people. Changes that must be reported include, but are not limited to, situations in which the registered supplier or any of its key people are:
 - i) being investigated in connection with or detained, arrested, charged or convicted of any criminal, drug, gaming, customs, income tax offence or any offence related to a government financial assistance program,
 - ii) being sued in a civil proceedings, based in whole or in part on fraud, deceit, misrepresentation, breach of trust or similar conduct,
 - iii) the subject of a bankruptcy proceeding or
 - iv) the subject of a gaming investigation (other than as an applicant), suspension, cancellation or any disciplinary actions or sanctions (including fines) by any regulatory body.
- (b) A registered supplier must notify SLGA within 7 days of:
 - i) changes to owners or shareholders having more than 5% interest in ownership,
 - ii) changes to officers and directors,
 - iii) changes in business location or contact person,
 - vi) changes to the nature of the supplies or services before making them available to any Saskatchewan gaming site,
 - vii) changes to the distributor used by the registered supplier to distribute their product in Saskatchewan and
 - viii) any other matter or event which the registered supplier can reasonably assume to be of consequence to SLGA.

6. CHANGE IN OWNERSHIP

- (a) A supplier registration is non-transferrable or assignable except with the consent of SLGA and may become void should the company be sold, assigned or otherwise transferred to another entity.
- (b) A registered supplier must notify SLGA within 10 days pre-closing of any of the following transactions:
 - i) any sale, assignment or transfer of 5% or more of the company's shares or units,
 - ii) any sale, assignment or transfer which results in a change in direct or indirect control of the company or

- iii) any sale, assignment or transfer of assets of the company through which the activities authorized by the registration are carried out.
- (c) Where a registered supplier has notified SLGA that 5% or more of their business was purchased, assigned or transferred to individuals or another entity, the registered supplier must provide SLGA with the details of the transaction including, but not limited to, the following:
- i) the name of the new owner or investor involved in the purchase,
 - ii) the percentage of ownership assigned to the new owner or investor,
 - iii) the closing date of the sale,
 - iv) a copy of the purchase or sales agreement (if requested by SLGA), and any changes to corporate structure, entity name, corporate control, reporting and influence by the new owner.