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***BREAKOPEN GAMING  
TERMS AND CONDITIONS***

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**Saskatchewan  
Liquor and Gaming  
Authority**



*October 2019*

**SASKATCHEWAN LIQUOR AND GAMING AUTHORITY**

**Breakopen Gaming – Terms and Conditions**

**TABLE OF CONTENTS**

<b>Section</b>	<b>Page</b>
<b>1. Definitions.....</b>	<b>1</b>
<b>2. General.....</b>	<b>2</b>
<b>3. Ticket Requirements.....</b>	<b>3</b>
<b>4. Advertising.....</b>	<b>3</b>
<b>5. Rules of Play .....</b>	<b>4</b>
<b>6. Conduct and Management .....</b>	<b>4</b>
<b>7. Bingo Event Ticket Games and Seal Card Games.....</b>	<b>6</b>
<b>8. Prizes .....</b>	<b>8</b>
<b>9. Expenses.....</b>	<b>8</b>
<b>10. Use of Proceeds.....</b>	<b>9</b>
<b>11. Banking Requirements .....</b>	<b>9</b>
<b>12. Recordkeeping.....</b>	<b>10</b>
<b>13. Reporting Requirements .....</b>	<b>11</b>
<b>14. Audit Requirements.....</b>	<b>11</b>
<b>15. Conflict of Interest .....</b>	<b>12</b>

## **1. DEFINITIONS**

In these Terms and Conditions:

- (a) “ADDENDUM” means an amendment to a Licence, allowing for changes in dates, times or locations or the addition or deletion of Breakopen Events. It is issued by SLGA and forms a part of the original Licence.
- (b) “BINGO EVENT” means an event lasting a minimum of two hours and a maximum of six hours in which bingo gaming occurs under the authority of a Licence and requiring an Event Close-Out Summary.
- (c) “BINGO EVENT TICKET” means a Breakopen Ticket which contains a prize in which the winner is determined by matching a bingo ball symbol or symbols on a Breakopen Ticket with a specified number or numbers drawn during the course of a licensed bingo game. Bingo Event Tickets are considered breakopens and not bingo paper.
- (d) “BINGO EVENT TICKET GAME” means Breakopen Gaming in which a winner is determined by matching a bingo ball symbol or symbols on a Breakopen Ticket with a specified number or numbers drawn during the course of a licensed bingo game.
- (e) “BREAKOPEN EVENT” means a period of time, at a location indicated on the Licence, in which Breakopen Tickets are offered for sale to the public.
- (f) “BREAKOPEN FINANCIAL REPORT” means the financial report which is to be submitted to SLGA within the required time following the conclusion of the issued Licence. The financial report is used to record all Breakopen Event data from the Event Close-Out Summaries, to record actual Expenses and calculate Net Proceeds.
- (g) “BREAKOPEN GAMING” means a lottery scheme wherein Breakopen Ticket Game Units are offered for sale to the public.
- (h) “BREAKOPEN TICKET” means a gaming piece used in a game of chance that is completely made of paper or paper products which conceal numbers or symbols that must be exposed by the player by tearing off a covering in order to determine wins or losses. Prizes must be defined as per the game structure, and may be Instant Prizes or Secondary Prizes. Includes both Bingo Event Tickets and Seal Cards.
- (i) “EVENT CLOSE-OUT SUMMARY” means a document which details all financial transactions related to a particular Breakopen Event in a format authorized by SLGA.
- (j) "EXPENSES" means actual costs incurred in the conduct of the event and approved by SLGA.
- (k) “GAME UNIT” describes a complete set of elements of winning and losing Breakopen Tickets packaged as a set, bearing identical serial numbers.
- (l) "GROSS REVENUE" means all monies spent (bet) by patrons when purchasing Breakopen Tickets in order to participate in the Breakopen Event.

- (m) "INSTANT PRIZE" means a prize available to be awarded as soon as a specified arrangement of numbers or symbols is revealed by breaking open the cover tab on a Breakopen Ticket.
- (n) "LICENCE" means a licence issued pursuant to the *Criminal Code*, for the conduct and management of a lottery scheme.
- (o) "LICENSEE" refers to the holder of a valid and subsisting Licence issued by SLGA.
- (p) "NET PROCEEDS" means the funds left for the approved charitable purpose after the payment of all prizes and Expenses approved by SLGA.
- (q) "SEAL CARD" means a Breakopen Ticket posted at the licensed location that is used to determine the winner of a Secondary Prize by opening a window to reveal a symbol that matches a ticket held by a player.
- (r) "SEAL CARD GAME" means Breakopen Gaming featuring Breakopen Tickets that grant certain players a chance at a Secondary Prize or prizes to be determined by the removal of a window from a Seal Card to reveal a specified winning symbol matching the winning ticket(s).
- (s) "SECONDARY PRIZE" means a prize awarded to a winner determined in an event subsequent to the awarding of Instant Prizes. Only players who hold tickets with specified numbers or symbols are eligible to win Secondary Prizes.

## **2. GENERAL**

- (a) The Licensee shall conduct the Breakopen Gaming in accordance with the application as approved, these Terms and Conditions, and any other Terms and Conditions as imposed by SLGA either before or after issuance of the Licence.
- (b) Any change to the Licence, such as the addition or deletion of events or changes in times, dates or location of events, must be approved in advance by SLGA. All requests for such changes must be submitted in writing by the Licensee to SLGA. If approved, SLGA will issue an Addendum to the Licence.
- (c) A copy of the approved Licence, and any amendments to the Licence, must be posted or available during sales, whenever reasonable to do so, and at the time and location of the Breakopen sales.
- (d) The Licensee shall not transfer or assign its Licence. Breakopen Events may not be "lent", "shared" or "co-opted" with any other person or group, even if such group also holds a valid Licence with SLGA.
- (e) The Licensee shall ensure that breakopen sales are conducted only at the location, and during the times, approved on the Licence.
- (f) The Licensee shall comply with all municipal, provincial and federal laws.

- (g) An individual considered to be not of good character or good standing shall not be involved in the operation of the breakopen lottery, if in the opinion of SLGA, the integrity of the lottery scheme could be compromised by that person's involvement.
- (h) The Licensee shall notify SLGA immediately in writing about anything that has compromised, or may compromise, the fair and honest conduct of the breakopen lottery. This includes, for example, any suspected cheating or irregularities.
- (i) Any person or entity who provides gaming services for remuneration to a Licensee(s) is required to be registered with SLGA.

### **3. TICKET REQUIREMENTS**

- (a) The Licensee shall purchase and sell only Breakopen Tickets approved by SLGA and purchased from a distributor authorized by SLGA.
- (b) The Licensee shall provide the authorized distributor with their breakopen Licence number when ordering or purchasing Breakopen Tickets.
- (c) The Licensee shall ensure every Game Unit purchased from the authorized supplier is kept sealed, intact and unopened the original seal or packaging and in safe keeping until the unit is offered for retail sale.
- (d) The Licensee shall ensure partially sold Game Units are kept secure to ensure the integrity of the unsold game tickets until the next retailing opportunity.
- (e) The Licensee shall ensure that no unsold Breakopen Tickets are destroyed without prior approval from SLGA (See Destruction of Breakopen Tickets in Policy Manual).
- (f) In the case where the Licensee ceases to conduct Breakopen Gaming, the Licensee shall retain any partial Game Units unsold at the conclusion of a Licence and maintain them in a secure place until permission has been received from SLGA to destroy them.
- (g) Breakopen Instant Prize winners shall be determined by players exposing numbers or symbols by the tearing off of a covering on the Breakopen Ticket, Bingo Event Ticket or Seal Card. Breakopen Ticket games may also include a feature whereby players can win the opportunity to enter a Seal Card Game or Bingo Event Ticket Game to win Secondary Prizes.
- (h) A single Breakopen Ticket may feature a winning combination of numbers or symbols representing either an Instant Prize or a chance to win a Secondary Prize, but not both.

### **4. ADVERTISING**

- (a) Include the full name of the Licensee as it appears on the Licence, in any advertising in print, radio, television or any other media.
- (b) The Licensee shall ensure that any advertising or publicity for the Breakopen Gaming is not addressed to minors unless the advertising or publicity is intended to:

- (i) Promote abstinence or moderation in playing games of chance; or
  - (ii) Advise of the detrimental effects or consequences of excessive gaming.
- (c) The Licensee shall not promote the Breakopen Gaming through any means of advertising or publicity that:
- (i) Gives a person an unrealistic perception of a player's chances of winning; or
  - (ii) Does not conform to prevailing community standards.

## **5. RULES OF PLAY**

- (a) The Licensee shall establish rules of play governing Breakopen Gaming. The rules shall comply with these Terms and Conditions. The rules of play shall be posted at the Breakopen Event and shall include:
- (i) Notice that the Breakopen Tickets will not be sold to persons under the age of 16 years.
  - (ii) Notice that Breakopen Tickets will be sold for cash, direct debit, credit card, or the redemption of winning Breakopen Tickets only. Cashing cheques or extending credit is prohibited.
  - (iii) Notice that sellers are not permitted to purchase or play tickets at the Breakopen Event in which they work.
  - (iv) Notice that gaming employees, or employee of a Licensee, are not permitted to purchase Breakopen Tickets in the hall or premises in which they are employed.
  - (v) Notice that the number of winners remaining or sold from a Game Unit shall not be disclosed to anyone.
  - (vi) Notice that winning tickets will be redeemed only if from a Game Unit sold by the Licensee.
  - (vii) Notice that advises players that tickets are to be opened at the time of purchase or at the event in the bingo hall named on the Licence.
  - (viii) If applicable, notice of the rules of play specific to the conduct of Seal Card Games and Bingo Event Ticket Games.

## **6. CONDUCT AND MANAGEMENT**

- (a) The Licensee shall supervise, as well as be responsible and accountable for the conduct and management of every aspect of the Breakopen Gaming, including:
- (i) The collection of all Breakopen Ticket sales revenue.
  - (ii) The payment of prizes.
  - (iii) The payment of all Expenses.
  - (iv) Completing and filing the required reports for the Breakopen Gaming.
  - (v) Ensuring that all Terms and Conditions of the Licence, and any additional Terms and Conditions, are adhered to.
  - (vi) Supervising all Breakopen Ticket sellers.
  - (vii) Keeping all required records and depositing all monies into the lottery bank account.
  - (viii) The reconciliation of all tickets and cash.
- (b) The Licensee shall not lend or borrow any Game Units, opened or unopened.

- (c) The Licensee shall not directly or indirectly communicate with, or indicate to any person that status of any partially sold Game Unit, particularly as it relates to the quantity of winning game tickets left available for sale.
- (d) The Licensee may sell Breakopen Tickets only for cash, direct debit, credit card, or the redemption of winning Breakopen Tickets. The Licensee shall not directly extend credit.
- (e) The Licensee shall not sell, or offer for sale, Breakopen Tickets directly from the original packaging in which the tickets were purchased and must thoroughly mix tickets prior to selling. Tickets should be sold from a transparent container and open to viewing by the players, and able to hold a minimum of one Game Unit.
- (f) The Licensee shall ensure that Breakopen Ticket patrons have, at all times, full and equal chance to purchase all winning tickets in every Game Unit offered for sale. The Licensee shall ensure that Game Units are not tampered with, such that the entire prize pool within each Game Unit is intact. No portion of the Game Unit shall be held back from sale.
- (g) The Licensee shall prohibit volunteers from purchasing or playing Breakopen Tickets during any Breakopen Event at which they work.
- (h) The Licensee shall ensure that gaming employees, or employees of a Licensee, do not purchase Breakopen Tickets in the hall or premises in which they are employed.
- (i) The Licensee shall prohibit persons under the age of sixteen (16) years of age from purchasing or being involved in the sale of Breakopen Tickets.
- (j) Licensees selling at special events, such a sporting events or cultural festivals, shall ensure ticket sales are restricted to the location outlined on the Licence and the hours of sale conform to the hours of the special event. Also, if the Licence has been issued only for the special event, no new Game Units are to be opened unless there is a reasonable expectation they will be sold before the event ends.
- (k) Players may draw or pick their own tickets from the breakopen container (not from the original packaging). Sellers must be present to ensure the number of tickets drawn or picked equal the number purchased by the player.
- (l) Except for Bingo Event Ticket Games and Seal Card Games, the Licensee may co-mingle Game Units as long as they are the same ticket type and color. The Game Unit being added must be added in its entirety.
- (m) The Licensee shall reconcile cash and unsold Breakopens at each Breakopen Event by completing a Breakopen Gaming Event Close-Out Summary report on forms prescribed, or approved, by SLGA. If being sold at a Bingo Event, then the Breakopen Event will be reconciled at the conclusion of the Bingo Event.

**7. BINGO EVENT TICKET GAMES and SEAL CARD GAMES: (Only authorized for sale at a Breakopen Event conducted in conjunction with a Bingo Event.)**

The following are additional Terms and Conditions specific to the conduct of Bingo Event Ticket Games and Seal Card Games:

- (a) A single Breakopen Ticket may feature a winning combination of numbers or symbols representing either an Instant Prize or a chance to win a Secondary Prize, but not both.
- (b) The Licensee shall ensure that Breakopen Tickets from one Game Unit of Bingo Event Tickets or Seal Card Game tickets are not mixed with any other Game Unit of tickets in a single compartment of a container or dispenser. Only one Game Unit of Bingo Event Tickets or Seal Card Game Tickets may be in play at one time unless additional Game Units are sold from separate containers or dispensers, or from separate compartments of a single container or dispenser, and can be identified by either or both different colors and different ticket graphics.
- (c) At the end of each licensed Bingo Event, the Licensee shall reconcile cash and any unsold tickets or unredeemed Seal Card Game Tickets.
- (d) Some games allow the Licensee the option of using bingo balls called during the course of a licensed Bingo Event or else breaking open the cover tab(s) from a Seal Card to reveal matching bingo ball symbols in order to determine the winner of the Secondary Prize(s). Where the option of using bingo balls called during a licensed bingo game to determine the winner is chosen, the game shall be considered a Bingo Event Ticket Game. Where the option of breaking open the cover tab(s) on a Seal Card to determine the winner is chosen, the game shall be considered a Seal Card Game. Prior to commencing the sale of tickets from that Game Unit, the Licensee shall select one option, ensuring that the option selected is prominently displayed in the location named in the Licence and is announced in a manner audible to all players present.
- (e) Other than displaying a Seal Card, Bingo Event Ticket Game poster, or other required information pertaining to such games, the Licensee shall ensure that the number of unsold, winning Breakopen Tickets remaining in the container or dispenser is not posted and the number of winning tickets left in play is not promoted in any manner.
- (f) Each Game Unit must be played and completed within one Bingo Event. The Licensee shall not commence a Seal Card Game or Bingo Event Ticket Game unless there is a reasonable expectation that it will sell out during the course of the Bingo Event.
- (g) The Licensee shall ensure that all Secondary Prizes are awarded by the end of the Bingo Event, regardless of whether the entire unit is sold. If the winning ticket(s) is unsold, the Licensee shall determine the winner according to a procedure established and made available to the players in advance.
- (h) The Licensee shall ensure that all unsold tickets from an opened Game Unit remaining at the end of an event are defaced and destroyed such that they cannot be sold or redeemed for prizes. In such a case, the Licensee shall forward a written explanation to SLGA within thirty (30) days showing the number of tickets destroyed, the method of awarding the prizes, and the reason why the Game Unit was not sold out.

- (i) The Licensee shall require that each player who has won a chance at a Secondary Prize provide contact information to the Licensee if that player will not be present when the Secondary Prize winner is determined. The Licensee shall also require that the player allow the Licensee to examine the qualifying ticket to verify its validity prior to the player leaving the event. These requirements must be prominently posted at the place of sale and announced in a manner audible to all players present prior to commencing the sale of a Seal Card Game or Bingo Event Ticket Game.
- (j) Where a player who has won a chance at a Secondary Prize will not be present when the Secondary Prize winner is determined, the Licensee shall record the player's contact information. The Licensee shall not require a player to post personal information at the place of sale.
- (k) In the event the winner of a Secondary Prize is not present when the Secondary Prize winner is determined, and the winner has not provided contact information or allowed the Licensee to examine the qualifying ticket prior to leaving the event or premises, the Licensee shall not be required to honour the ticket. In this case, the Licensee shall determine the winner according to a procedure established and made available to the players in advance.
- (l) Only cash prizes may be awarded to the winner(s) of a Seal Card Game or Bingo Event Ticket Game.

#### **Seal Card Games**

- (m) Seal Card Games may only be played in premises where a licensed Bingo Event is being held and must be played and completed within one Bingo Event.
- (n) The Seal Card shall be prominently displayed in the location named in the Licence.
- (o) Where the Licensee has an option to choose between more than one Seal Card window representing different prizes to be awarded, prior to the start of ticket sales, the Licensee shall select one option and ensure that the option selected is prominently displayed in the location named in the Licence and announced in a manner audible to all players present.
- (p) As soon as the entire Game Unit of Seal Card tickets has been sold, the Licensee must break open the Seal Card cover tab to reveal the Seal Card prize(s).
- (q) The Seal Card cover tab shall be opened in the presence of at least two representatives of the Licensee, who shall then deface the Seal Card by signing and dating it.
- (r) The Licensee shall ensure that Seal Cards are retained and destroyed in accordance with these Terms and Conditions.

#### **Bingo Event Ticket Games**

- (s) Bingo Event Ticket Games may only be played in conjunction with licensed Bingo Events and must be played and completed within one Bingo Event.

- (t) The Licensee must ensure that all Bingo Event Tickets are opened at the time of sale at the location named in the Licence.
- (u) All Bingo Event Tickets and the Bingo Event Ticket Game poster must set out the dollar value of the prize(s) available.
- (v) The Bingo Event Ticket Game poster must be prominently displayed at the location named in the Licence.
- (w) Once all Bingo Event Tickets have been sold, the Licensee shall inform the bingo caller, and the bingo caller shall announce that the subsequent licensed bingo game will determine the winner(s) of the Bingo Event Ticket Game prize(s).
- (x) The method used to determine the winner(s) of the Bingo Event Ticket Game prize(s) shall be clearly identified on the Bingo Event Ticket Game poster, prior to commencing sale of tickets for that Game Unit.

## **8. PRIZES**

- (a) The Licensee shall be responsible for ensuring the payment of all prizes.
- (b) No prize, other than provided for in the game structure of the Game Units sold, shall be paid.
- (c) Pay all winners in cash, or participants may redeem winning tickets for more tickets in lieu of cash, immediately upon presentation of a valid winning ticket and that are from a Game Unit the Licensee has sold.
- (d) Breakopen Tickets may not be awarded or given away as a prize unless purchaser has indicated their desire to purchase more tickets with their winning ticket.
- (e) Winning Breakopen Tickets must be defaced by the seller before paying the prize. All winning tickets must be kept by the Licensee until the entire Breakopen Game Unit is sold and accounted for.

## **9. EXPENSES**

- (a) The Licensee shall pay by cheque, or electronic transfer, directly from the lottery bank account only those operating Expenses approved by SLGA. Approved Expenses include the cost of tickets, Licence fees and other Expenses as may be approved by SLGA. (For more detail see the Gaming Event Expenses section of the Policy Manual.)
- (b) The Licensee shall not pay any person or organization any remuneration, per diem, honoraria, or any other form of direct or indirect compensation or consideration for assistance in the conduct and management of the Breakopen Gaming, without prior approval of SLGA.
- (c) The Licensee shall obtain SLGA approval for all Expenses prior to disbursement. The receipt of a Breakopen Licence is deemed to be prior approval for the purchase of Breakopen Tickets. If non-gaming funds are initially needed to purchase Breakopen

Tickets, once sufficient revenue is earned, proceeds from the lottery bank account shall be used to reimburse the non-gaming funds.

- (d) No “donations” or other payments are permitted to any person or group who sell or assist in the sale of Breakopen Tickets in exchange for such “donation”.
- (e) Only actual and reasonable Expenses directly related to the conduct of the Breakopen Event will be allowed.

## **10. USE OF PROCEEDS**

- (a) The Net Proceeds from the Breakopen Gaming must be used for charitable or religious purposes, as required by the *Criminal Code*, and as approved by SLGA at the time of application. The use of proceeds will only be approved for the advancement of religion, the advancement of education, the relief of poverty or those purposes considered of broad benefit to the community consistent with SLGA’s approved use of proceeds guidelines.
- (b) The Licensee shall ensure any and all interest paid into the lottery bank account becomes part of the gaming Net Proceeds and subject to the licensed charitable spending restrictions as though such interest was earned as part of lottery proceeds.
- (c) Any changes in the use of proceeds from the approved uses at time of application must be approved in advance by SLGA.
- (d) Gaming proceeds may not be used to cover gaming losses or Expenses from other gaming Licences unless approved by SLGA.
- (e) Disbursements of proceeds shall normally be payable directly to the vendor or supplier. Disbursements to individuals are not permitted unless prior approval is obtained from SLGA and/or proper documentation is maintained to ensure the disbursement was for an approved use.
- (f) Not lend proceeds or any portion of the lottery Gross Revenue to any person or group for any purpose.

## **11. BANKING REQUIREMENTS**

- (a) The Licensee shall open and maintain a designated lottery bank account to administer all funds related to the conduct of the Breakopen Gaming. The Licensee shall have the option of:
  - (i) Opening and maintaining one designated lottery bank account to administer all lotteries conducted by the Licensee; or
  - (ii) Opening and maintaining separate designated lottery bank accounts for each type of lottery conducted by the Licensee.
- (b) The Licensee shall prepare and maintain a ledger to accurately reflect and describe all transactions occurring in the lottery bank account including outlining financial details of

- the Breakopen Events conducted including proceeds derived from the events, Expenses paid in the conduct of the events, and a detailed list of how proceeds have been disbursed.
- (c) Where the Licensee opts to have only one designated lottery bank account, the Licensee shall maintain separate ledgers outlining financial details of each lottery event conducted including proceeds derived from each, Expenses paid in the conduct of each lottery event, and a list of how proceeds have been disbursed.
  - (d) The lottery bank account shall be in the name of the Licensee and shall have cheque privileges and monthly return of cancelled cheques or digital image of cheques.
  - (e) The Licensee shall deposit all funds from the Breakopen Ticket sales into the lottery bank account no later than the second banking day following the gaming, such that for each event that Breakopen Gaming is conducted, there is a corresponding deposit.
  - (f) The Licensee shall not transfer funds to a general account or any other account unless otherwise approved by SLGA.
  - (g) All disbursements from the lottery bank account shall be made by cheque or electronic transfer directly to the Expense or authorized charitable purpose.
  - (h) The lottery bank account shall be administered by a minimum of two signing officers and each cheque shall be signed by a minimum of two members of the Licensee's executive.
  - (i) The Licensee shall not:
    - (i) Where only one designated lottery bank account is maintained, deposit funds received from any source other than lottery events conducted by the Licensee and licensed by SLGA, or;
    - (ii) Where a separate designated lottery bank account for the Breakopen Gaming has been established, deposit funds received from any other source in the designated lottery bank account.
  - (j) The Licensee shall not close the lottery bank account until all funds have been disbursed for the approved charitable objects and purposes.

## **12. RECORDKEEPING**

- (a) The Licensee shall retain all records pertaining to the lottery for a period of three years from the Licence expiry, including:
  - (i) Breakopen purchase invoices.
  - (ii) Deposit book(s) slips.
  - (iii) Lottery bank account statements.
  - (iv) Cancelled cheques.
  - (v) Copies of unsold inventory reports made to SLGA.
  - (vi) Cheque register(s).
  - (vii) Synoptic ledgers/journals.
  - (viii) Receipts and/or invoices.

- (ix) Breakopen Gaming Event close-out summaries.
  - (x) Ticket inventory control sheets.
  - (xi) All unsold tickets.
  - (xii) A copy of the Breakopen Financial Report submitted to SLGA.
  - (xiii) Any other information relevant to the conduct and management of the Breakopen Gaming.
- (b) The Licensee shall ensure that, at all reasonable times, SLGA representatives have access to all records. SLGA representatives may copy or temporarily remove records at their discretion.

### **13. REPORTING REQUIREMENTS**

- (a) All lost, stolen or damaged tickets shall be reported to SLGA immediately. The report shall specify the total number and serial numbers of the lost or stolen tickets and an explanation for how the tickets were lost or stolen.
- (b) Upon the conclusion of the licence, the Licensee is required to complete a Breakopen Financial Report, as prescribed or approved by SLGA, showing all Breakopen Event Gaming activity, including the revenues, prizes, Expenses and proceeds generated as a result of the Breakopen Events conducted during the licence. The Breakopen Financial Report shall be submitted to SLGA within 30 days following the conclusion of the Licence.
- (c) Financial reports must be signed, and certified correct, by a member of the Licensee who is indicated on the application.
- (d) SLGA may request additional documents deemed necessary to confirm the particulars of the Breakopen Gaming.

### **14. AUDIT REQUIREMENTS**

- (a) The books and records of the Licensee are subject to review and/or audit by SLGA and must be maintained in a manner acceptable to SLGA.
- (b) Failure to supply access to records, or comply with a request from SLGA for records, will be considered as non-compliance and will result in immediate sanction upon your Licence.
- (c) Licensees which realize Net Proceeds in excess of \$100,000 from the conduct of lottery events shall provide to SLGA an independent audit opinion to confirm the accuracy of the financial reports submitted to SLGA. The independent audit opinion must be signed by an accountant with a recognized professional accounting designation (CPA, CA, CMA, or CGA). The audited opinion shall be provided to SLGA within such time as may be approved by SLGA.

**15. CONFLICT OF INTEREST**

The Licensee shall ensure there is no conflict of interest, real or perceived, with regard to the operation of gaming activity. A conflict of interest means any situation in which a Licensee or any officer, director or member of the organization, or any person who supplies gaming services to the Licensee, 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:

- (a) A conflict or interference with the exercise of his duties; or
- (b) Again or an advantage by virtue of his position.