# CLASS "B" BINGO/CHARITABLE GAMING EVENT TERMS AND CONDITIONS



# SASKATCHEWAN LIQUOR AND GAMING AUTHORITY

# Class "B" Bingo/Charitable Gaming Event - Terms and Conditions

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# 1. **DEFINITIONS**

In these Terms and Conditions:

- (a) "ADDENDUM" means an amendment to a Licence, allowing for changes in dates, times or the addition or deletion of Bingo/Charitable Gaming Events. It is issued by SLGA and forms a part of the original Licence.
- (b) "ASSOCIATION" means an incorporated, not for profit entity that represents or acts as the agent for its members, which are licensed charities. An Association is a Class "A" Licensee and coordinates activities related to Bingo/Charitable Gaming Events (if applicable, including Breakopen and Raffle Ticket sales) on behalf of or as agent for all of the licensed charities conducting Bingo/Charitable Gaming Events in its licensed facility.
- (c) "ASSOCIATION BINGO HALL" means any premises where Bingo/Charitable Gaming Events are conducted in excess of three events per week and it is apparent the premises exist primarily for the purpose of conducting these events.
- (d) "BASIC TICKET" means a Raffle Ticket without the purchaser's name, address and telephone number.
- (e) "BINGO" means a lottery scheme where consideration is given for a chance to win a prize or prizes by completing a specified arrangement of numbers and/or letters on bingo paper using the numbers and/or letters selected at random.
- (f) "BINGO EVENT" means an event, including Charitable Gaming Events, lasting a minimum of two hours and a maximum of six hours in which Bingo occurs under the authority of a Licence and requiring an Event Close-Out Summary.
- (g) "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.
- (h) "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.
- (i) "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.
- (j) "BREAKOPEN GAMING" means a lottery scheme wherein Breakopen Ticket Game Units are offered for sale to the public.
- (k) "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.

- (l) "CHARITABLE GAMING EVENT" means a Bingo Event at a Association Bingo Hall for which a Class "B" Licensee is licensed to conduct and manage one or more lottery schemes, including Bingo, Breakopen Gaming and Raffles, and all revenues are shared within the Association membership in accordance with an SLGA approved distribution formula.
- (m) "CONSOLATION PRIZE" means a bingo prize awarded in lieu of the Incentive Prize.

  The Consolation Prize is the minimum prize, or prizes, offered on a Bingo game which is guaranteed to be won during that Bingo/Charitable Gaming Event.
- (n) "DRAW" means the approved selection process by which the winner(s) are determined on a random basis.
- (o) "EVENING EVENT" means a Bingo/Charitable Gaming Event that commences no earlier than 3:00 p.m. or no later than 7:59 p.m.
- (p) "EVENT CLOSE-OUT SUMMARY" means a document which details all financial transactions related to a particular Bingo/Charitable Gaming Event in a format authorized by SLGA.
- (q) "EXPENSES" means all real and accrued expenses, including both administrative and operating expenses, related to the operation of the Bingo/Charitable Gaming Events and the Association. All expenses pertaining to the conduct of Bingo/Charitable Gaming Events must be approved in advance by SLGA.
- (r) "GAME UNIT" describes a complete set of elements of winning and losing Breakopen Tickets packaged as a set, bearing identical serial numbers.
- (s) "GROSS REVENUE" means all monies spent (bet) by patrons to participate in a Bingo/Charitable Gaming Event.
- (t) "INCENTIVE PRIZE" means a prize offered on a Bingo game which is awarded only when bingo is achieved in a pre-determined manner or within a pre-determined amount of numbers.
- (u) "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.
- (v) "LATE NIGHT EVENT" means a Bingo/Charitable Gaming Event that commences no earlier than 8:00 p.m. or no later than 2:00 a.m.
- (w) "LICENCE" means a Licence issued pursuant to the *Criminal Code*, for the conduct and management of a lottery scheme, and includes:

<u>Class "A" Licence</u> – which is a Licence issued to an Association to manage and coordinate activities related to Bingo/Charitable Gaming Events on behalf of all of the licensed charities operating at an Association Bingo Hall;

<u>Class "B" Licence</u> —which is a Licence issued to a single charitable or religious organization to conduct and manage Bingo/Charitable Gaming Events in conjunction with a Class "A" Licensee at an Association Bingo Hall.

- (x) "LICENSEE" refers to the holder of a valid and subsisting Licence issued by SLGA.
- (y) "MATINEE EVENT" means a Bingo/Charitable Gaming Event that commences no earlier than 9:00 a.m. or no later than 2:59 p.m.
- (z) "NET PROCEEDS" means the funds left for the approved charitable purposes after the payment of all prizes and Expenses approved by SLGA.
- (aa) "PRE-POSTED NUMBER GAME" means a Bingo game in which a pre-determined number of numbers are called prior to the start of a Bingo/Charitable Gaming Event.

  Upon closing of the bingo paper sales the game is continued until a winner is determined.
- (bb) "RAFFLE" means a lottery scheme where for consideration, Raffle Tickets are sold on a random chance of winning a prize, excluding breakopen and scratch tickets but including, but not limited to, such schemes as 50/50 draws, elimination draws, calendar draws, sports pools and rubber duck races or derby's.
- (cc) "RAFFLE TICKET" means a Raffle lottery ticket, including Basic Tickets, which the holder has purchased as proof of a chance to win.
- (dd) "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.
- (ee) "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).
- (ff) "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.
- (gg) "TRUST ACCOUNT" means an account which may be maintained by the Association for the payment of accumulating bingo prizes or as a means managing bingo prize payouts over longer periods of time.

# 2. GENERAL

- (a) The Licensee shall conduct the lottery 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) The Licensee shall conduct all Bingo/Charitable Gaming Events at the location which appears on the Licence issued by SLGA.

- (c) The Licensee shall conduct Bingo/Charitable Gaming Events only on the specific dates and times approved on the Licence, or on those specific dates and times added by way of an Addendum. 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.
- (d) The Licensee shall ensure that a copy of the Class "B" Licence, and any amendments to the Licence, which authorizes the conduct of the Bingo/Charitable Gaming Event is present at the event and is posted in a prominent position in the premises for the duration of the event.
- (e) The Licensee shall not transfer or assign its Licence. Bingo/Charitable Gaming Events may not be "lent", "donated", "shared" or "co-opted" with any other person or group, even if such group also holds a valid Licence with SLGA, unless an approved joint operation Licence is issued (see Section 3 Joint Operations).
- (f) Each charitable organization is allowed only one Bingo/Charitable Gaming Event Licence, including a joint Licence, per year and may be a member of only one Association.
- (g) The Licensee shall comply with all applicable municipal, provincial and federal laws.
- (h) The Licensee shall notify SLGA immediately in writing about anything that has compromised, or may compromise, the fair and honest conduct of the Bingo/Charitable Gaming Event. This includes, for example, any suspected cheating or irregularities.
- (i) An individual considered not to be of good character, or good standing, shall not be involved in the operation of the Bingo/Charitable Gaming Events, if in the opinion of SLGA, the integrity of the events could be compromised by that person's involvement.
- (j) Any person or entity who provides gaming services for remuneration to a Licensee(s) is required to be registered with SLGA.

#### 3. **JOINT OPERATIONS**

- (a) Both partners in the Licence must be eligible for a Licence and will be subject to an eligibility review by SLGA as part of the application process. The eligibility review will include the submission of a proposed use of proceeds from each partner. Each partner will be noted on the Licence.
- (b) A copy of an agreement or letter of understanding between both partners must be submitted to SLGA at the time of application, and include the following:
  - (i) The name of both charitable or religious organizations.
  - (ii) A contact person/persons for each partner;
  - (iii) A joint bank account number;
  - (iv) How the proceeds will be distributed, including outlining responsibility for cash shortages.

- (c) The partners will share in the responsibility for conduct of the Bingo/Charitable Gaming Event and for ensuring compliance with these Terms and Conditions.
- (d) Both partners will be required to identify a lottery bank account into which their share of the Net Proceeds will be deposited. Disbursements to the approved use of proceeds shall be made directly from the lottery bank accounts.
- (e) Both partners will be required to ensure the Net Proceeds will be deposited into the joint bank account and then distributed into their individual lottery bank accounts.
- (f) Both partners will be required to use the proceeds only for approved purposes consistent with the use of proceeds approved as part of their Licence approval and will be required to provide access to the joint bank account and lottery bank accounts, as participants in the Bingo/Charitable Gaming Event, to SLGA auditors or investigators for financial review or audit.

# 4. PAID WORKERS

- (a) Volunteers shall be responsible for the conduct and management of the Bingo/Charitable Gaming Event. The Licensee shall ensure that volunteers do not receive remuneration, per diem, honoraria, or any other form of direct or indirect compensation from any source.
- (b) The Licensee shall ensure that only volunteers, and registered gaming employees registered for that location, are used in the operation of the Bingo/Charitable Gaming Event.
- (c) The Licensee shall ensure that their members work at their licensed events only in volunteer capacities.
- (d) The Licensee shall ensure that registered gaming employees, registered for that location, work at Bingo/Charitable Gaming Events only in paid staff positions.
- (e) The Licensee shall ensure that the following three mandatory volunteer positions, filled by representatives of the Licensee, and shall be present at each Bingo/Charitable Gaming Event:
  - (i) Event Chairperson(s) The Event Chairperson shall on behalf of the Licensee, be responsible for the conduct of the Bingo/Charitable Gaming Events, including the verification of bingo paper received, and if applicable Breakopen Tickets and Raffle Tickets, the sales of gaming products, the payment of prizes, the reconciliation of the event and the completion of the required documentation of the event. The Event Chairperson supervises the event and assigns duties to volunteer staff, supervises paid staff in conjunction with the Class "A" Licensee or their designated event management person, works closely with the gaming product controller and assists in completion of event control forms. The Event Chairperson is also responsible for the secure handling of cash, and for ensuring compliance with all Terms and Conditions pursuant to the Class "B" Licence.

- (ii) Paymaster This volunteer position reports to the Event Chairperson. The Paymaster supervises and documents the calculation and payment of prizes and assists the gaming product controller during the Bingo/Charitable Gaming Event.
- (iii) Gaming Product Controller This volunteer position reports to the Event Chairperson. The Floor Sales Controller supervises sales for all charitable gaming product sold on the gaming floor. This position reconciles and documents all the gaming product made available for sale with product and cash returned, and may also assist the paymaster in the calculation of prize payouts.
- (f) The following positions may, at the discretion of the Class "A" Licensee, be filled by volunteer representatives of the Class "B" Licensee or by registered gaming employees who are employed by the Class "A" Licensee or the management company:
  - (i) Runner reports to the Gaming Product Controller. Runners sell charitable gaming products to players on the gaming floor, assist in verifying winners, and assist in reconciling the gaming product made available for sale with product and cash returned.
  - (ii) Cashier reports to the Event Chairperson/Gaming Product Controller. The cashier sells charitable gaming product to players at the sales counter. The cashier also assists in reconciling the gaming product made available for sale with the product and cash remaining at the end of the event.
- (g) Cash shortages attributed to registered gaming employees are not to be deducted from the Class B Licensee's proceeds, but rather as an operating expense of the Class A Licensee.

#### 5. ADVERTISING

- (a) The Licensee shall ensure that all forms of advertising are accurate. Advertising descriptions and values of prizes must accurately match prizes described in the Licence application, the event program and available to be won at the Bingo/Charitable Gaming Event.
- (b) The Licensee may be required to supply SLGA with samples of any advertising and promotional materials to be used in connection with the Bingo/Charitable Gaming Event.
- (c) The Licensee shall ensure that any advertising or publicity for a Bingo/Charitable Gaming Event or hall 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.
- (d) The Licensee shall not promote Bingo 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.

# 6. RULES OF PLAY

- (a) The Class "B" Licensee shall ensure that copies of the rules of play for the Bingo/Charitable Gaming Event are available for all of the players at the event or posted in a location with unrestricted access for the players to view.
- (b) The Class "B" Licensee shall enforce the rules of play governing the conduct of the Bingo/Charitable Gaming Event, unless such rules of play contradict these Terms and Conditions.

#### 7. CONDUCT AND MANAGEMENT

- (a) The Class "B" Licensee shall supervise, as well as be responsible and accountable for the conduct of the following aspects of the Bingo/Charitable Gaming Event, including:
  - (i) Ensuring that copies of the game program for the Bingo/Charitable Gaming Event, copies of the rules of play and house rules are available to the players at each event.
  - (ii) Prior to the event, verifying the receipt and quantity of bingo paper, and if applicable the Breakopen Tickets and Raffle Tickets, to be used/sold at the Bingo/Charitable Gaming Event.
  - (iii) Paying out and tracking of all prizes.
  - (iv) Reconciling with the Class "A" Licensee all cash transactions for the Bingo/Charitable Gaming Event including bingo paper sales, and if applicable, Breakopen Ticket and Raffle Ticket sales.
  - (v) Completing and signing an Event Close-Out Summary in conjunction with the Class "A" Licensee on forms as approved by SLGA.
  - (vi) Confirmation of the gaming proceeds available for deposit by the Class "A" Licensee after payment of cash prizes at the Bingo/Charitable Gaming Event.
- (b) The Class "B" Licensee shall conduct the Bingo/Charitable Gaming Event in accordance with the game program, the rules of play and the house rules established by the Class "A" Licensee and consistent with these Terms and Conditions.
- (c) The Class "B" Licensee shall ensure that none of the persons directly involved in or responsible for the conduct of the Bingo/Charitable Gaming Event, including Class "B" volunteers as well as registered gaming employees at that facility, shall purchase or play any of the gaming activity at the event.
- (d) If an admission fee to the Bingo/Charitable Gaming Event is charged, the fee will become part of the Gross Revenue at the Bingo/Charitable Gaming Event and will be reported on the Event Close-Out Summary as part of the event Gross Revenues.

- (e) The Licensee shall ensure all bingo paper, and if applicable Breakopen Tickets and Raffles Tickets, shall be exchanged for cash, direct debit, credit card, or the redemption of winning Breakopen Tickets at time of sale. All debit and credit transactions must occur at the counter and cannot occur on the gaming floor. Cheques or other negotiable instruments are prohibited.
- (f) The Licensee shall not extend credit for the purchase of bingo paper, and if applicable, Breakopen Tickets and Raffle Tickets.
- (g) The Licensee shall ensure all sales of bingo paper, and if applicable Breakopen Tickets and Raffle Tickets, are final. Refunds are prohibited, unless extenuating circumstances exist of which the Licensee has no control and are such that issuing a refund does not call into question the integrity of the gaming.
- (h) The Licensee shall ensure that an Event Close-Out Summary as approved by SLGA is completed for each and every Bingo/Charitable Gaming Event. The Class "A", or their designated event management personnel, and Class "B" Licensees must each sign, and certify correct, as well as retain a copy of, the Event Close-Out Summary.
- (i) The Licensee shall record on the Event Close-Out Summary all Bingo, and if applicable, Breakopen or Raffle games conducted, all prizes paid at the event (both to players directly or into the Trust Account), and record in detail all information required on the Event Close-Out Summary for each Bingo/Charitable Gaming Event conducted. The Licensee shall also indicate on the Event Close-out Summary, any prizes that have been donated.

#### 8. DISTRIBUTION OF GROSS REVENUE

- (a) All revenue remaining after the payment of prizes at each Bingo/Charitable Gaming Event is to be retained by the Class "A" Licensee for the payment of Expenses and for disbursement to charity. This revenue must be deposited into the Class "A" Licensee's lottery account and retained there until all monthly Expenses are paid.
- (b) All revenue remaining after the prizes and Expenses are paid is considered monthly Net Proceeds. The monthly Net Proceeds must be disbursed to the Class "B" Licensees by the last day of the following calendar month according to the disbursement formula submitted to, and approved by, SLGA.
- (c) Any cash shortages or overages for a particular event, except those attributed to a registered gaming employee, are the responsibility of the Class "B" Licensee licensed for that Bingo/Charitable Gaming Event and shall be reconciled at the time of disbursement. The Class "A" Licensee must disburse to the Class "B" Licensees exactly the amount calculated according to the approved formula, and may not round the figures up or down.

# 9. PRIZES

(a) The Licensee shall pay all prizes as advertised.

- (b) The Licensee shall ensure funding of the Trust Account shall be included as Bingo/Charitable Gaming Event's prizes on the Event Close-Out Summary.
- (c) The Licensee shall ensure upon payment of Trust Account prize, or any Incentive Prize from a source other than that event's Gross Revenues, that a signed receipt is obtained from the winner. This receipt requires the following:
  - (i) Date.
  - (ii) Amount of prize.
  - (iii) Name, address and signature of winner.
  - (iv) Name of Bingo/Charitable Gaming Event game.
- (d) The Licensee shall ensure that if merchandise prizes are being offered, documentation from the supplier of the prize showing the actual retail prize value of the merchandise shall be attached to the Event Close-Out Summary.

# 10. EXPENSES

- (a) The Licensee shall not pay any person, other than a registered gaming employee or supplier, any remuneration, per diem, honoraria, or any other form of direct or indirect compensation or consideration for assistance in the conduct and management of a Bingo/Charitable Gaming Event, without prior approval of SLGA.
- (b) The Class "B" Licensee shall ensure that all charges and services rendered by the Class "A" Licensee do not place the Class "B" Licensee in a position that would cause them to violate the Terms and Conditions of their Licence. Any adjustments to fees and charges shall require prior written approval by SLGA.
- (c) The Class "B" Licensee shall not be authorized to pay a membership fee to the Association, other than a nominal annual fee. Per event fees, membership or otherwise, will not be allowed.

# 11. MANAGEMENT COMPANIES

- (a) The Licensee shall only use management services which are provided by a registered gaming supplier approved by SLGA, and contracted by the Class "A" Licensee.
- (b) Licensees contracting management companies shall retain responsibility for conduct and management of the Bingo/Charitable Gaming Event.
- (c) The Licensee shall ensure the management company complies with the Terms and Conditions of their registration as well as *The Alcohol and Gaming Regulation Act*, 1997, SLGA policy and the Terms and Conditions for which they are contracted to provide services.
- (d) The management company shall maintain the integrity of the Bingo/Charitable Gaming Event. Licensees are required to report, in writing, to SLGA any non-compliance or issues which may impact upon the integrity of the gaming.

# 12. USE OF PROCEEDS

- (a) The Net Proceeds from the Bingo/Charitable Gaming Events 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 Net Proceeds received by the Class "B" Licensees from the Class "A" Licensee, as a result of the Bingo/Charitable Gaming Events conducted, must be deposited into the Class "B" Licensee lottery bank account within two banking days after it is received and is subject to the allowable spending guidelines as approved by SLGA.
- (c) The Licensee shall ensure any and all interest paid into the lottery bank account becomes part of the gaming proceeds and subject to the licensed charitable spending restrictions as though such interest was earned as part of lottery proceeds.
- (d) The Class "B" Licensee shall not pay any portion of its share of Net Proceeds to the Association or its authorized representatives, with the exception of a nominal annual Association membership fee as approved in advance by SLGA.
- (e) Disbursements of proceeds shall normally be payable directly to the vendor.

  Disbursements to individuals are not permitted unless prior approval is obtained from SLGA and proper documentation is maintained to ensure the disbursement was for an approved use.

# 13. BANKING REQUIREMENTS

- (a) The Licensee shall open and maintain a designated lottery bank account to administer all funds related to the conduct of the Bingo/Charitable Gaming Events. 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 Bingo/Charitable Gaming 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 received from the Bingo/Charitable Gaming Events within two banking days after funds have been received.
- (f) The Licensee shall not transfer funds to a general account or any other account unless otherwise approved by SLGA.
- (g) The Licensee shall ensure 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 Bingo/Charitable Gaming Events 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.

#### 14. RECORDKEEPING

- (a) The Licensee shall retain all records pertaining to the Bingo/Charitable Gaming Events conducted for a period of three years from the date of the expiry of their Licence, including:
  - (i) Bank statements.
  - (ii) Cancelled cheques.
  - (iii) Invoices/receipts for Expenses.
  - (iv) Event Close-Out Summaries.
  - (v) Prize records.
  - (vi) Event working documents, including issue sheets, prize payout documents, etc.
  - (vii) Deposit books/slips; and
  - (viii) Any other information relevant to the conduct and management of the Bingo/Charitable Gaming Events.
- (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.

# 15. REPORTING REQUIREMENTS

(a) The Licensee shall ensure all documentation needed by the Class "A" Licensee to submit the required financial reports on behalf of the member charities is completed and confirmed as correct at the Bingo/Charitable Gaming Event.

# 16. 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 the Licence.

# 17. CONFLICT OF INTEREST

The Licensee shall ensure there is no conflict of interest, real or perceived, with regards to the operation of gaming activity. A conflict of interest is any situation in which a Licensee or any officer, director, member or gaming employee of the Licensee or any person who supplies gaming services to the Licensee, either for himself/herself 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/her duties: or
- (b) A gain or an advantage by virtue of his/her position.

# 18. BINGO

Class "B" responsibilities pertaining to the conduct of Bingo at a Bingo/Charitable Gaming Event.

#### 18.1 GENERAL – Bingo Gaming

- (a) The Licensee shall, working with the Class "A" Licensee or their designated event management person, be responsible for the conduct of the Bingo/Charitable Gaming Events, including the verification of bingo paper received, the sales of the bingo paper, the payment of prizes, the reconciliation of the event and the completion of the required documentation of the event.
- (b) The Licensee shall permit only bingo paper supplied by a registered gaming supplier, and issued by the Class "A" Licensee or their representative, to be used in the conduct of the Bingo/Charitable Gaming Event.
- (c) The Licensee shall ensure that bingo paper is not mutilated, cut or altered in any way which would result in player fraud or the misrepresentation of the true Gross Revenue.

- (d) The Licensee shall ensure that Pre-Posted Number Games are conducted according to the following:
  - (i) Bingo paper used for Pre-Posted Number Games must be pre-sealed in such a manner the bingo numbers are not visible to the seller or the purchaser until the seal is broken.
  - (ii) A member of the Licensee conducting the Bingo/Charitable Gaming Event, one player, along with the registered caller, must be present at the ball dispenser for the calling of the pre-posted numbers. This should be done when a sufficient number of players are present to witness the integrity of the Draw.
  - (iii) Upon calling of each number, the number called must be recorded on the ball verification sheet. Upon completion of the game, the sheet must be signed by the caller and the Licensee member. This sheet shall be attached to the Bingo/Charitable Gaming Event Close-Out Summary and shall become part of the official record of the Bingo/Charitable Gaming Event.
  - (iv) Each winning bingo card must be checked with a master ledger and replacement card book of the bingo permutation to ensure the winning card is valid.

The following Terms and Conditions apply only to those Class "B" Licensees licensed to conduct Charitable Gaming Events, in which all gaming revenues are used to pay Expenses and the remaining Net Proceeds then distributed amongst all of the Class "B" Licensees:

#### 19. BREAKOPEN

Class "B" responsibilities pertaining to the conduct of Breakopen Gaming when operated as part of a Charitable Gaming Event.

# 19.1 GENERAL – Breakopen Gaming

- (a) The Licensee shall, working with the Class "A" Licensee or their designated event management person, be responsible for the conduct of the Bingo/Charitable Gaming Events, including the verification of Breakopen Tickets received, the sales of the Breakopen Tickets, the payment of prizes, the reconciliation of the event and the completion of the required documentation of the event.
- (b) 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.
- (c) 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 container transparent and open to viewing by the players, and able to hold a minimum of one Game Unit.
- (d) 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. 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.

- (e) 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.
- (f) Players may draw or pick their own Breakopen 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.
- (g) 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 colour. The Game Unit being added must be added in its entirety.
- (h) The Licensee shall, in conjunction with the Class "A" Licensee, reconcile cash and unsold breakopens at each Breakopen Event by completing an Event Close-Out Summary report on forms prescribed, or approved, by SLGA.

# 19.2 TICKET REQUIREMENTS – Breakopen Gaming

- (a) Only Breakopen Tickets supplied by the Class "A" Licensee, and purchased from an authorized supplier, shall be sold as part of a Charitable Gaming Event.
- (b) Breakopen Tickets remaining after the Charitable Gaming Event shall remain with the Class "A" Licensee for the next gaming opportunity.

# 19.3 BINGO EVENT TICKET and SEAL CARD GAMES – Breakopen Gaming

The following are additional Terms and Conditions specific to the conduct and management 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 colours and different ticket graphics.
- (c) At the end of each licensed Bingo/Charitable Gaming Event, the Licensee, along with the Class "A" Licensee, shall reconcile cash and any unsold Breakopen Tickets or unredeemed Seal Card Game tickets.
- (d) Some games allow the option of using bingo balls called during the course of a licensed Bingo/Charitable Gaming 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 Class "A" 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/Charitable Gaming Event. The Class "A" 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/Charitable Gaming Event.
- (g) The Licensee shall ensure that all Secondary Prizes are awarded by the end of the Bingo/Charitable Gaming Event, regardless of whether the entire unit is sold. If the winning ticket(s) is unsold, the Class "A" Licensee shall determine the winner according to a procedure established and made available to the players in advance.
- (h) The Class "A" 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.
- (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 Class "A" 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/Charitable Gaming Event is being held and must be played and completed within one Bingo/Charitable Gaming Event.
- (n) The Seal Card shall be prominently displayed in the location named in the Licence.
- (o) Where there is 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 Class "A" 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 Class "A" and/or "B" Licensee, who shall then deface the Seal Card by signing and dating it.
- (r) The Class "A" 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/Charitable Gaming Events and must be played and completed within one 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.

# 19.4 PRIZES – Breakopen Gaming

(a) The Licensee shall be responsible for ensuring the payment of all prizes.

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- (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 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, although players may choose to have their winning tickets redeemed for further tickets.
- (e) Winning Breakopen Tickets must be defaced by the seller before paying the prize. All winning tickets must be kept by the Class "A" Licensee until the entire breakopen Game Unit is sold and accounted for.

# 20. RAFFLE

Class "B" responsibilities pertaining to the conduct of Raffle gaming when operated as part of a Charitable Gaming Event.

# 20.1 GENERAL – Raffle Gaming

- (a) The Licensee shall, working with the Class "A" Licensee or their designated event management person, be responsible for the conduct of the Bingo/Charitable Gaming Events, including the verification of Raffle Tickets received, the sales of the Raffle Tickets, the payment of prizes, the reconciliation of the event and the completion of the required documentation of the event.
- (b) The Licensee shall sell Raffle Tickets only at the approved ticket price or prices.
- (c) The Licensee may sell Raffle Tickets for cash, direct debit, or credit card only.
- (d) Raffle Tickets may only be sold within the Association Bingo Hall.

# 20.2 DRAW PROCEDURES – Raffle Gaming

- (a) The Licensee must be able to account for all Raffle Tickets at the Draw. Prior to the Draw, the Licensee shall reconcile the number of sold tickets and unsold tickets, with the number of tickets in the Draw container to ensure that all eligible tickets are available for the Draw.
- (b) All Draws must be open to the public. The name, address and Raffle Ticket number of the winner for each prize shall be recorded and verified by a party other than the person drawing the ticket.
- (c) The Licensee shall select the winning Raffle Tickets by a method of random selection as described at the time of application and approved by SLGA. Winning tickets cannot be randomly drawn by a computer or other random number generating device.

#### 21. BINGO MINDERS

# 21.1 GENERAL – Bingo Minders

- (a) SLGA allows the operation of electronic bingo equipment in all types of bingo halls in the province that hold a valid charitable gaming event or bingo licence.
- (b) Electronic bingo equipment may only be utilized as bingo verifiers. Bingo games must be conducted and managed by the hall in the traditional format (caller and bingo machines/balls). Bingo minders are intended to act as a verifier of that game. Bingo games cannot be played on the verifiers independently of the hall game (no personal play).
- (c) Bingo Licensees may sell bingo cards/faces to players for their bingo minders either:
  - (i) At a central cashier station at the bingo hall; or
  - (ii) Floor sellers may upload games to a player's bingo minder via an approved remote device between games so long as the game has not yet started for the cards being purchased.
  - (iii) The Licensee must also ensure that bingo minders are not programmed to accept payment of any kind.
- (d) Bingo Licensees may allow players to utilize a bingo minder without also dabbing paper cards.
- (e) Bingo Licensees must ensure that players utilizing a bingo minder are limited to one unit per person.
- (f) Bingo Licensees must ensure that players are limited to playing a maximum of 36 card faces per tablet per player. Bingo Licensees may specify a maximum number of electronic bingo unit card faces that is lower than the maximum set by SLGA.
- (g) Bingo Licensees may offer players a pre-determined number of electronic and paper bingo card faces as a package. There is no prescribed limit on the number of bingo paper cards a bingo minder player may play.
- (h) Bingo Licensees who offer bingo minders to customers must also have bingo paper available for sale at all times.
- (i) Devices may be pre-programmed to "semi-auto dab" or "auto-dab" all bingo calls. Bingo players may either dab a single bingo call by entering each bingo call on the device (i.e. pressing B-12) or by pressing "Enter". The device may be programmed to then auto-dab all card faces currently in play on the device. Devices **shall not** be programmed to fully "auto-dab" bingo calls with no player involvement (i.e. a wireless signal sent to each device auto-dabs all calls on all cards in play with no player action required).
- (j) The Licensee shall establish rules of play governing the conduct of the Bingo Event and the use of electronic bingo minders. The rules of play must be consistent with these

Terms and Conditions and the Class A and B Terms and Conditions and shall be made available to all participants if requested.

- (k) The Licensee may either purchase or lease the bingo minders. The supplier of the bingo minders must be a registered gaming supplier.
- (l) Licensees may charge players a fee or require a deposit for the use of hand held bingo units.
- (m) Licensees must ensure that the electronic bingo system has the capability to print winning faces as required so that a player's information can be obtained, signed for and maintained as part of the event records.
- (n) A site system installed at a bingo hall must be able to provide the winning numbers and game patterns required for the entire bingo occasion on a hard copy printout, which must be available upon demand (to players or SLGA officials) at the bingo occasion.
- (o) A site system installed at a bingo hall must be able to provide a report (hard copy or electronic) that properly tracks all sales for all games in a bingo session. All records relating to bingo minder sales and play must be retained by the licensee for 3 years.
- (p) A site system installed at a bingo hall must be able to automatically erase all bingo card faces stored in the individual devices:
  - (i) Upon turning off the device after the last bingo game of the session has been played; or
  - (ii) By some secondary timing or clearing method.
- (q) Bingo minder/technology suppliers are prohibited from becoming involved in the management of any bingo halls in the province, either directly or as a management company.
- (r) Bingo minder systems may utilize wireless communication within the hall environment.
- (s) Bingo Licensees must ensure that all electronic bingo equipment adheres to SLGA's Integrity Certification Requirements for Bingo Management Systems and Bingo Minders.