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***CLASS “C - RESTRICTED”  
BINGO TERMS AND  
CONDITIONS***

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**Saskatchewan  
Liquor and Gaming  
Authority**



*October 2019*

## **SASKATCHEWAN LIQUOR AND GAMING AUTHORITY**

### **Class C-Restricted Bingo - 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. Advertising.....</b>	<b>3</b>
<b>4. Rules of Play .....</b>	<b>3</b>
<b>5. Conduct and Management .....</b>	<b>4</b>
<b>6. Pre-Posted Number Games .....</b>	<b>5</b>
<b>7. Prizes .....</b>	<b>5</b>
<b>8. Expenses.....</b>	<b>6</b>
<b>9. Use of Proceeds.....</b>	<b>6</b>
<b>10. Banking Requirements .....</b>	<b>7</b>
<b>11. Recordkeeping.....</b>	<b>8</b>
<b>12. Reporting Requirements .....</b>	<b>8</b>
<b>13. Audit Requirements.....</b>	<b>8</b>
<b>14. Conflict of Interest .....</b>	<b>8</b>

## **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 Events. It is issued by SLGA and forms a part of the original Licence.
- (b) "ANNUAL BINGO FINANCIAL REPORT" means the financial report which is to be submitted to SLGA within the required time following the conclusion of the Licence. The report form is used to summarize all Bingo Event data from the Event Close-out Summaries, to record actual Expenses and calculate Net Proceeds.
- (b) "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.
- (c) "BINGO EVENT" means an event 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.
- (d) "COMMUNITY BINGO HALL" means any premises wherein Bingo Events are conducted three times or less per week or it is apparent the premises do not exist primarily for the purpose of conducting these events.
- (e) "CONSOLATION PRIZE" means a bingo prize awarded in lieu of the Regular or Special Game Incentive Prize. The Consolation Prize is the minimum prize, or prizes, offered on a Regular or Special Game that is guaranteed to be won during that Bingo Event.
- (f) "EVENT CLOSE-OUT SUMMARY" means a document which details all financial transactions related to a particular Bingo Event in a format authorized by SLGA.
- (g) "EXPENSES" means actual costs incurred in the conduct of the Bingo Event. All Expenses pertaining to the conduct of Bingo Events must be approved in advance by SLGA.
- (h) "GROSS REVENUE" means all monies spent (bet) by patrons to participate in a Bingo Event.
- (i) "INCENTIVE PRIZE" means a prize offered on a Regular or Special Game which is awarded only when bingo is achieved in a pre-determined manner or within a pre-determined amount of numbers.
- (j) "LICENCE" means a Licence issued pursuant to the *Criminal Code*, for the conduct and management of a lottery scheme, including in this case a Class C- Restricted Licence – which is a Licence issued to a charity or religious organization to conduct and manage a Bingo Event at a Community Bingo Hall, where the Total Retail Prize Value per event is \$1,000.00 or less and the number of Bingo Events does not exceed one per week.
- (k) "LICENSEE" refers to the holder of a valid and subsisting Licence issued by SLGA.

- (l) "NET PROCEEDS" means the funds left for the approved charitable purposes after the payment of all prizes and Expenses approved by SLGA.
- (m) "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 Event. Upon closing of the bingo paper sales the game is continued until a winner is determined.
- (n) "TOTAL RETAIL PRIZE VALUE" means the total value of all prizes offered (including all applicable taxes) even if the prizes are donated.

## **2. GENERAL**

- (a) The Licensee shall conduct the Bingo 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 Events at the location which appears on the Licence issued by SLGA.
- (c) The Licensee shall conduct Bingo 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 approved by SLGA. 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) A Licensee shall not revise any aspect of the Bingo as approved by SLGA without prior approval of SLGA.
- (e) The Licensee shall ensure that a copy of the approved Class C Restricted Licence, any amendments to the Licence, and the rules of play for the Bingo Event are posted in a prominent position in the premises for the duration of the Bingo Event.
- (f) The Licensee shall not transfer or assign its Licence. Bingo 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. "Donations" or other payments to any person or group who work(ed) all or any portion of a Bingo Event in exchange for such "donation" are not permitted.
- (g) No Class C-Restricted Licensee shall conduct more than one (1) Bingo Event per week and will be eligible for only one Class "C Restricted" Licence during a licensing year.
- (h) The Licensee shall comply with all municipal, provincial and federal laws.
- (i) An individual considered to be not of good character, or good standing, shall not be involved in the operation of the Bingo Event, if in the opinion of SLGA, the integrity of the Bingo Event could be compromised by that person's involvement.
- (j) The Licensee shall notify SLGA immediately in writing about anything that has

compromised, or may compromise, the fair and honest conduct of the Bingo. This includes, but is not limited to, any suspected cheating or irregularities.

- (k) The Licensee shall ensure all premises used for Bingo Events and all gaming equipment or devices, including without restriction, product, and supplies used in gaming operation, are approved by SLGA and are made available on request for inspection at all reasonable times by any inspector or other person duly authorized by SLGA. All equipment or devices shall be of a quality and standard to ensure the integrity and fair play of the gaming and be maintained in good repair at all times during use at a Bingo Event.

### **3. 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 Event.
- (b) The Licensee shall ensure that any advertising or publicity for a Bingo Event 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 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.

### **4. RULES OF PLAY**

- (a) The Licensee shall establish rules of play governing the conduct of the Bingo Event. The rules of play must be consistent with these Terms and Conditions, and shall be made available to all participants if requested.
- (b) Rules of play governing the Bingo Event must include the following:
  - (i) Any age limit for participants in the gaming;
  - (ii) Any restrictions to the winning of a prize;
  - (iii) The method in which the games will be conducted and any special conditions which may need to be met;
  - (iv) Cash alternatives for any of the merchandise prizes offered;
  - (v) Notice that volunteers are not permitted to purchase bingo cards or play Bingo at the event in which they work;
  - (vi) Notice that employees of a Licensee are not permitted to play Bingo in the hall or premises in which they are employed.
- (c) The Licensee shall make available to the Bingo players, and SLGA if requested, all terms or rules of the Bingo games prior to the games being offered. Terms or rules (when applicable) shall include:
  - (i) The starting point for the Incentive Prize value;

- (ii) The starting point for the required numbers to win the Incentive Prize;
- (iii) The maximum or freeze point of the Incentive Prize value;
- (iv) The amount the Incentive Prize shall accumulate by and how often it will accumulate;
- (v) The amount and how often the required numbers will increase or stop increasing; and
- (vi) Any information necessary to ensure that all participants fully understand the rules of play.

## **5. CONDUCT AND MANAGEMENT**

- (a) The Licensee shall be responsible and accountable for the conduct and management of all aspects of the Bingo Event, including:
  - (i) Ensuring that copies of the game program, rules of play, and house rules for the Bingo Event are available to the players at each event;
  - (ii) Prior to the Bingo Event, verifying and documenting the quantity of bingo paper to be made available for sale at the event;
  - (iii) Ensuring that all bingo paper, supplies, and equipment used at the Bingo Event comply with the requirements provided by SLGA;
  - (iv) Calculating and paying out prizes;
  - (v) Reconciling and documenting the quantity of bingo paper made available for sale at the Bingo Event with the remaining paper and the cash on hand at the end of the event;
  - (vi) Completing and signing an Event Close-Out Summary for each Bingo Event on forms as approved by SLGA;
  - (vii) Depositing the gaming proceeds, less payment of the appropriate cash prizes at the Bingo Event, into the lottery bank account; and
  - (viii) Ensuring that all Terms and Conditions of the Licence, and any additional Terms and Conditions, are adhered to.
- (b) The Licensee shall ensure that none of the persons directly involved in or responsible for the conduct of the Bingo Event, including volunteers, shall purchase entry for, or play in, any of the gaming activity at the event.
- (c) The Licensee shall ensure all bingo paper sold shall be exchanged for cash, direct debit, or credit card 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.
- (d) The Licensee shall not extend credit for the purchase of bingo paper.
- (e) The Licensee shall ensure all sales of bingo paper 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 Bingo.
- (f) The Licensee shall conduct and manage the Bingo Event in accordance with the game program, the rules of play and the house rules and consistent with these Terms and

Conditions.

- (g) Bingo Events may not begin before 9:00 a.m. and must conclude by 4:00 a.m.
- (h) The Licensee shall ensure that an Event Close-Out Summary as approved by SLGA is completed for each and every Bingo Event. The Licensee 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 revenues from Bingo games conducted, all prizes paid at the event, and record in detail all information required on the Event Close-Out Summary for each Bingo Event conducted. The Licensee shall also indicate on the Event Close-Out Summary, any prizes that have been donated.
- (j) The Licensee shall permit only bingo paper supplied by a registered gaming supplier to be used in the conduct of Bingo.

**6. PRE-POSTED NUMBER GAMES**

The Licensee shall ensure that Pre-Posted Number Games are conducted according to the following rules:

- (a) Bingo paper used for Pre-Posted Number Games must be pre-sealed in such a manner that the bingo numbers are not visible to the seller or the purchaser until the seal is broken.
- (b) A member of the Licensee conducting the Bingo Event and one player, along with the registered caller if any, 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.
- (c) 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 Event Close-Out Summary sheet and shall become part of the official record of the Bingo Event.
- (d) 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.
- (e) The equipment used in the conduct of the game must be of the quality to ensure the integrity of the game.

**7. PRIZES**

- (a) The Total Retail Prize Value at any single Bingo Event shall not exceed \$1000.00.
- (b) Expenses and prizes together shall not exceed 80% of Gross Revenue over the licensing year.
- (c) The Licensee shall ensure that funds are available at all times, in the lottery bank account

to ensure that all prize commitments can be paid.

- (d) The Licensee shall ensure that all prizes are paid as advertised.
- (e) 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.
- (f) The Licensee shall ensure upon payment of any Incentive Prize from a source other than that event's Gross Revenues that a signed receipt is obtained from the winner.

## **8. EXPENSES**

- (a) Expenses and prizes together shall not exceed 80% of Gross Revenue over the licensing year.
- (b) 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 Event, without prior approval of SLGA.
- (c) Facility rental fees shall not be calculated based on the performance of the Bingo operation.
- (d) The Licensee shall pay by cheque or electronic transfer directly from the lottery bank account only those Expenses approved by SLGA (for more detail see the Gaming Event Expenses section of the Policy Manual).

## **9. USE OF PROCEEDS**

- (a) The Net Proceeds from the Bingo 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 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.
- (c) Any changes in the use of proceeds from the approved uses at time of application must be approved in advance by SLGA.
- (d) 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/or proper documentation is maintained to ensure the disbursement was for an approved use.



**10. 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 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 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) All revenue remaining after the payment of prizes at each Bingo Event is to be deposited into the Licensee's lottery account by the second banking day following the event. Deposits for Bingo Event revenue shall be made on separate deposit slips from other facility revenues.
- (f) The Licensee shall not transfer funds to a general account, term deposit, 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 for Expenses and/or authorized charitable purposes.
- (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 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.

## **11. RECORDKEEPING**

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

## **12. REPORTING REQUIREMENTS**

- (a) Upon the conclusion of the Licence, the Licensee is required to complete an Annual Bingo Financial Report including the revenues, prizes, Expenses and proceeds generated as a result of their Bingo Events. The Licensee shall complete the annual financial report on forms prescribed by SLGA and a copy must be submitted to SLGA within 30 days following the conclusion of the Licence.
- (b) Financial reports must be signed, and certified correct, by a member of the Licensee who is indicated on the application.
- (c) The Licensee shall indicate on the financial report any prizes which have been donated.
- (d) SLGA may request additional documents deemed necessary to confirm the particulars of the event.

## **13. 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.

## **14. CONFLICT OF INTEREST**

- (a) 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),

*Class "C" Restricted Bingo  
Terms & Conditions  
October 2019*

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.