

*Class "C" Regular Bingo Event Terms and Conditions  
Effective July 1, 2011*

***CLASS "C" REGULAR BINGO EVENT  
TERMS AND CONDITIONS***



Indigenous Gaming Regulators Inc.

**Class C Bingo Lotteries - Terms and Conditions**  
**TABLE OF CONTENTS**

<b>Section</b>	<b>Page</b>
1. PREAMBLE.....	2
2. DEFINITIONS.....	2
3. GENERAL.....	4
5. ADVERTISING.....	5
6. RULES OF PLAY.....	5
7. CONDUCT AND MANAGEMENT.....	6
8. PRE-POSTED NUMBER GAMES.....	7
9. PRIZES.....	8
10. TRUST ACCOUNT GAMES.....	8
11. EXPENSES.....	9
12. USE OF PROCEEDS.....	9
13. BANKING REQUIREMENTS.....	10
14. RECORDKEEPING.....	11
15. REPORTING REQUIREMENTS.....	11
16. AUDIT REQUIREMENTS.....	11
17. CONFLICT OF INTEREST.....	12

## 1. PREAMBLE

### WHEREAS:

- (a) Section 207(1)(b) of the Criminal Code provides that the Lieutenant Governor in Council of the Province may specify a licensing authority to permit charitable or religious organizations to conduct and manage lottery schemes in the Province, provided that the proceeds of the lottery scheme are used for a charitable or religious object or purpose;
- (b) Indigenous Gaming Regulators Inc. (IGR) has been specifically designated as a body having the authority to issue licences to charitable or religious organizations to conduct and manage Charitable Gaming on designated Reserves located within the Province of Saskatchewan in accordance with the Criminal Code;
- (c) Charitable lotteries include bingos, breakopens, texas hold'em poker tournaments, monte carlo, and raffle lotteries;
- (d) The conducting of a lottery scheme without a valid licence is an offence under the Criminal Code of Canada; and
- (e) The Terms and Conditions as provided for herein have been established by IGR for use in its licensing and regulatory operations and shall have application to all Licensees licensed by IGR which conduct and manage bingo lotteries.

## 2. 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 IGR and forms a part of the original Licence.
- (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) "EVENING EVENT" means a Bingo Event that commences no earlier than 3:00 p.m. or no later than 7:59 p.m.
- (g) "EVENT CLOSE-OUT SUMMARY" means a document which details all financial transactions related to a particular Bingo Event in a format authorized by IGR.
- (h) "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 IGR.
- (i) "GROSS REVENUE" means all monies spent (bet) by patrons to participate in a Bingo Event.
- (j) "IGR" means Indigenous Gaming Regulators Inc. or its successor.
- (k) "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.
- (l) "LATE NIGHT EVENT" means a Bingo Event that commences no earlier than 8:00 p.m. or no later than 2:00 a.m.
- (m) "LICENCE" means a Licence issued pursuant to the Criminal Code, for the conduct and management of a lottery scheme, including:
  - (i) Class C Licence – which is a Licence issued to a charitable or religious organization to conduct and manage 3 bingo events or less per week at any premise specified in the licence (including licences issued for media bingo).
- (n) "LICENSEE" refers to the holder of a valid and subsisting Licence issued by IGR.
- (o) "MATINEE EVENT" means a Bingo Event that commences no earlier than 9:00 a.m. or no later than 2:59 p.m.
- (p) "MONTHLY BINGO EVENT LOG" means the financial report which is to be submitted to IGR within the required time following the conclusion of the Bingo Event. The report form is used to record all Bingo Event data from the Event Close-Out Summaries, to record actual Expenses and calculate Net Proceeds.
- (q) "NET PROCEEDS" means the funds left for the approved charitable purposes after the payment of all prizes and Expenses approved by IGR.
- (r) "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.
- (s) "TOTAL RETAIL PRIZE VALUE" means the total value of all prizes offered (including all applicable taxes) even if the prizes are donated.

- (t) "TRUST ACCOUNT" means an account which may be maintained by the Licensee for the payment of accumulating bingo prizes or as a means of managing bingo prize payouts over longer periods of time.

### 3. 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 IGR 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 IGR.
- (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 IGR. 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 IGR. All requests for such changes must be submitted in writing by the Licensee to IGR. If approved, IGR will issue an Addendum to the Licence.
- (d) The Licensee shall not revise any aspect of the Bingo as approved by IGR without prior approval of IGR.
- (e) The Licensee shall ensure that a copy of the approved Class C 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", "donated", "shared" or "co-opted" with any other person or group, even if such group also holds a valid Licence with IGR.
- (g) No Class "C" Licensee shall conduct more than three (3) Bingo Events per week.
- (h) A charitable organization may be eligible for only one Class "C" Licence during a licensing year, and may not hold a concurrent Class "B" Licence.
- (i) The Licensee shall comply with all municipal, provincial and federal laws.
- (j) 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 IGR, the integrity of the Bingo Event could be compromised by that person's involvement.
- (k) The Licensee shall notify IGR 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.
- (l) Any person or entity that provides gaming services for remuneration to a Licensee(s) is required to be registered with SLGA.

- (m) 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 IGR or SLGA and are made available on request for inspection at all reasonable times to any inspector or other person duly authorized by IGR. 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.

#### 4. 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 may be required to supply IGR with samples of any advertising and promotional materials to be used in connection with the Bingo Event.
- (c) 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.
- (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.

#### 5. 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) Notice that volunteers are not permitted to purchase bingo cards or play Bingo at the event in which they work.
  - (iii) Notice that gaming employees, or employee of a Licensee, are not permitted to play Bingo in the hall or premises in which they are employed.
- (c) Make available to the Bingo players, all terms or rules of the Bingo games to the Bingo players 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.

- (vi) Any restrictions to the winning of a prize (e.g. when trips must be taken).
- (vii) Cash alternatives for any of the merchandise prizes offered.
- (viii) Any information necessary to ensure that all participants fully understand the rules of play.

## 6. 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 IGR.
  - (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 and completing and signing a monthly financial report on forms as approved by IGR.
  - (vii) Depositing the gaming proceeds, less payment of the appropriate cash prizes at the Bingo Event and other approved cash expenses, into the lottery bank account. All cash expenses must have prior approval from IGR and must be supported by receipts or invoices.
  - (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 as well as registered gaming employees at that facility, shall purchase entry for, or play in, any of the gaming activity at the event.
- (c) The Licensee shall ensure all registered gaming employees who are employed on the premises, wear the certificate of registration tag which identifies the registrant by name, and position (and can be viewed by the gaming public) at all times during the Bingo Event.
- (d) The Licensee shall ensure all bingo paper sold shall be exchanged for cash or direct debit at time of sale. All debit transactions must occur at the counter and cannot occur on the gaming floor. Cheques or other negotiable instruments are prohibited.
- (e) The Licensee shall not extend credit for the purchase of bingo paper.
- (f) The Licensee shall ensure all sales of bingo paper are final. Refunds are prohibited, unless extenuating circumstances exist over which the Licensee has no control and are such that issuing a refund does not call into question the integrity of the Bingo.

- (g) 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.
- (h) The Licensee shall not intentionally duplicate bingo paper offered for sale.
- (i) If an admission fee to the Bingo Event is charged, the fee will become part of the Gross Revenue at the Bingo Event and will be reported on the Event Close-Out Summary as part of the event Gross Revenues.
- (j) 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.
- (k) Bingo Events may not begin before 9:00 a.m. and must conclude by 4:00 a.m.
- (l) The Licensee shall ensure that an Event Close-Out Summary as approved by IGR 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.
- (m) The Licensee shall record on the Event Close-Out Summary all revenues from Bingo 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 Event conducted. The Licensee shall also indicate on the Event Close-Out Summary any prizes that have been donated.
- (n) The Licensee shall permit only bingo paper supplied by a registered gaming supplier to be used in the conduct of Bingo.

## **7. 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.

## 8. PRIZES

- (a) Expenses and prizes, including all trust deposits, together shall not exceed 85% of Gross Revenue, calculated monthly.
- (b) 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.
- (c) The Licensee shall ensure that all prizes are paid as advertised.
- (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.

## 9. TRUST ACCOUNT GAMES

At the discretion of the Licensee, a Trust Account may be established. Where a Trust Account is established, the Licensee shall:

- (a) Ensure funding of the Trust Account shall be included in the value of the Bingo Event's prizes recorded on the Event Close-Out Summary. Any other deposit of funds into the Trust Account is prohibited. Deposits to the Trust Account are to be made on the next banking day following the Bingo Event.
- (b) Ensure all disbursements of funds from the Trust Account are made exclusively by cheque and shall only be used to pay the Bingo game prizes.
- (c) 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 game.
- (d) The Licensee shall be responsible and fully accountable for maintaining complete, up-to-date records of the Trust Account.
- (e) The Trust Account records shall clearly indicate the following deposit information:
  - (i) Date and the Bingo Event when the deposit was collected.
  - (ii) The dollar amount of each and every deposit.

- (f) The Trust Account records shall clearly indicate the following disbursement information:
  - (i) Cheque number.
  - (ii) Date of cheque.
  - (iii) Dollar amount.
  - (iv) Payee name.
  - (v) Complete payee address.
- (g) Retain all records relating to the Trust Account including deposit books/slips, bank account statements, cancelled cheques, true copies of financial reports, cheque register(s)/journal(s) and any other financial documentation relating to the Trust Account. These records are to be retained for a minimum of three (3) years from the date of the last transaction.

## 10. EXPENSES

- (a) Expenses and prizes, including trust deposits, together shall not exceed 85% of Gross Revenue calculated monthly.
- (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 IGR.
- (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 IGR. Cash payments can be made only if they are authorized by IGR and shall be supported by a signed receipt or invoice.

## 11. 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 IGR 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 IGR'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 those approved at time of application must be approved in advance by IGR.

- (d) Disbursements of proceeds shall normally be payable directly to the vendor. Disbursements to individuals are not permitted unless prior approval is obtained from IGR and/or proper documentation is maintained to ensure the disbursement was for an approved use.

## 12. 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 and cash expenses 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 charitable gaming revenues.
- (f) The Licensee shall not transfer funds to a general account, term deposit, or any other account unless otherwise approved by IGR.
- (g) All disbursements from the lottery bank account shall be made by cheque or electronic transfer directly to the Expense or authorized charitable purpose, unless authorized by IGR.
- (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 IGR, 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.

### **13. 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 Class "C" Licence, including:
  - (i) Bank statements.
  - (ii) Cancelled cheques.
  - (iii) Invoices/receipts for Expenses.
  - (iv) Event close-out summaries.
  - (v) Monthly Bingo Event Logs.
  - (vi) Prize records.
  - (vii) Event working documents, including issue sheets, prize payout documents, etc.
  - (viii) Deposit books/slips.
  - (ix) Copies of financial reports submitted to IGR.
  - (x) Any other information relevant to the conduct and management of the Bingo Events.
- (b) The Licensee shall ensure that, at all reasonable times, IGR representatives have access to all records. IGR representatives may copy or temporarily remove records at their discretion.

### **14. REPORTING REQUIREMENTS**

- (a) The Licensee is required to complete a financial report including the revenues, prizes, Expenses and proceeds generated as a result of their Bingo Events. The Licensee shall complete the monthly report on a Monthly Bingo Event Log form prescribed by IGR and a copy must be submitted to IGR by the fifth day of the following calendar month.
- (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) IGR may request additional documents deemed necessary to confirm the particulars of the event.

### **15. AUDIT REQUIREMENTS**

- (a) The books and records of the Licensee are subject to review and/or audit by IGR and must be maintained in a manner acceptable to IGR.

- (b) Failure to supply access to records or comply with a request from IGR for records, will be considered as non-compliance and will result in immediate sanction upon your Licence.
- (c) If the Net Proceeds for the Licence equal or exceed \$100,000, the Licensee shall provide to IGR a copy of an independent audit opinion to confirm the accuracy of the financial reports submitted to IGR. The independent audit opinion must be signed by an accountant with a recognized professional accounting designation (CA, CMA, or CGA). The audited opinion shall be provided to IGR within such time as may be approved by IGR.

## 16. 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), 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 their duties; or
  - (ii) A gain or an advantage by virtue of their position.