

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

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



Indigenous Gaming Regulators Inc.

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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 in which Bingo gaming, including Media 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 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 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 IGR.
- (g) "EXPENSES" means actual costs incurred in the conduct of the Bingo Event (i.e. wages, promotions, air time costs, advertising, bingo paper/products, sales commissions, etc.). All expenses pertaining to the conduct of the Bingo Events must be approved in advance by IGR.
- (h) "GROSS REVENUE" means all monies spent (bet) by patrons to participate in any Bingo Event.
- (i) "IGR" means Indigenous Gaming Regulators Inc. or its successor.
- (j) "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.
- (k) "LICENCE" means a Licence issued pursuant to the *Criminal Code*, for the conduct and management of a lottery scheme.
- (l) "LICENSEE" refers to the holder of a valid and subsisting Licence issued by IGR.
- (m) "MEDIA BINGO" means a Bingo lottery scheme played using mass media communication. This includes, but is not limited to, radio, newspaper, magazine and television. Media Bingo shall not include the use of the Internet or computer as a means to offer/communicate the game.
- (n) "MEDIA BINGO PAPER" means a sheet or series of sheets consisting of rows and columns of numbers. These must be sealed so that the Bingo numbers cannot be seen until purchased and opened by the player.
- (o) "MONTHLY BINGO EVENT LOG" means the financial report which is to be submitted to IGR within the required time following the conclusion of 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.
- (p) "NET PROCEEDS" means the funds left for the approved charitable purpose after the payment of all prizes and Expenses approved by IGR.
- (q) "RULES OF PLAY" are rules established by the Licensee that describe required conduct of players and the conduct or operation of the event. All Rules of Play must comply with these Terms and Conditions.
- (r) "TOTAL RETAIL PRIZE VALUE" means the total value of all prizes offered (including all applicable taxes) even if the prizes are donated.

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 host 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 a copy of the approved Licence, any amendments to the Licence and Rules of Play for the Media Bingo shall be posted or available during bingo product/paper sales, whenever reasonable to do so, and at the time and location hosting the Bingo Event(s).
- (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, unless an approved Joint operations licence is issued (see Section 4 – Joint Operations).
- (g) No Licensee shall conduct more than three (3) Bingo Events per week.
- (h) Bingo Events may not begin before 9:00 a.m. and must conclude by 4:00 a.m.
- (i) A charitable organization may be eligible for only one Class C Licence during a licensing year, including a Class C Media Bingo Licence, and may not hold a concurrent Class B Licence. A charitable organization may be eligible to hold a Class C Licence and a Class C Restricted Licence concurrently.
- (j) The Licensee shall comply with all municipal, provincial and federal laws.
- (k) 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 event could be compromised by that person's involvement.
- (l) 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.

- (m) Any person or entity who provides gaming services, as defined in *The Alcohol and Gaming Regulation Act, 1997*, for remuneration to a Licensee(s) is required to be registered with SLGA.
- (n) 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 by 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 an event.
- (o) A Licensee shall ensure that their Bingo Event is conducted and managed completely within the province of Saskatchewan and that Media Bingo Paper is not sold outside of the province of Saskatchewan.

4. MEDIA BINGO PAPER REQUIREMENTS

- (a) A sample of the proposed Media Bingo Paper must be included with the application for IGR's approval, as well as the method to be used for uniquely identifying Media Bingo Paper for each event.
- (b) The Licensee shall ensure the following information is on the outside of the sealed Media Bingo Paper or the envelope containing the paper:
 - (i) The name, address and telephone number of the Licensee;
 - (ii) The Licence number;
 - (iii) The selling price; and
 - (iv) The specific game number or date.
- (c) The Media Bingo Paper shall be serialized and sealed in a manner preventing identification of the Bingo numbers until purchased and opened by the player.
- (d) Media Bingo Paper and supplies must be securely stored at all times.
- (e) Tampering with Media Bingo Paper in any way is prohibited. The Licensee shall ensure that Media 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.
- (f) The Licensee shall permit only Media Bingo Paper supplied by a registered gaming supplier to be used in the conduct of Bingo gaming.

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.
- (b) The Licensee may be required to supply IGR with samples of any advertising materials to be used in connection with the Media Bingo.

- (c) The Licensee shall ensure the following information is on all print and internet advertising:
 - (i) Name of Licensee;
 - (ii) Licence number;
 - (iii) Description of prizes and their total retail value;
 - (iv) Date, time and host location of Bingo Event(s); and
- (d) The Licensee shall ensure that all radio and television advertising shall include the following:
 - (i) Name of Licensee;
 - (ii) Licence number; and
 - (iii) Date of Bingo Event(s).
- (e) Media Bingo Events/Paper shall not be sold, advertised or promoted to persons located outside of Saskatchewan.
- (f) The Licensee shall ensure all media advertising is done through outlets having a geographical location in Saskatchewan.
- (g) The Licensee shall ensure that Media Bingo Paper orders are not accepted from, or solicited or processed for, a person located outside of Saskatchewan.
- (h) Media Bingo Paper sales must take place within Saskatchewan. Persons visiting from out of province may purchase product if the entire transaction of payment and receipt of paper occurs while the person is in Saskatchewan.
- (i) Media Bingo Paper is not to be purchased or sold on the Internet; however, websites may be used to advertise the Bingo Event.
- (j) The Licensee shall ensure that any advertising or publicity for the 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.
- (k) The Licensee shall not promote the Bingo Event 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 Licensee shall establish Rules of Play governing the conduct of the Bingo Event. The Rules of Play shall be submitted to, and approved by, IGR, 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 Events must include the following:
- (i) Any age limit for any participants in the Bingo Event;
 - (ii) The method used to identify the eligibility of the Media Bingo Paper in play for that event (i.e. color coded by event/week, numbered series, etc.);
 - (iii) How a participant may obtain a recap of the bingo numbers;
 - (iv) The method and time limit allotted for participants to declare a possible winner;
 - (v) The method and time limit to claim the prize;
 - (vi) An explanation of the procedures for unclaimed prizes (if proposing a method different than outlined in Section 9(c) of these Terms and Conditions), or if unable to locate a winner;
 - (vii) The procedure for handling any media transmission or telephone failures;
 - (viii) A contact name and telephone number in the event of a complaint or dispute;
 - (ix) If members of the Licensee, or immediate family, will be allowed to participate;
 - (x) Any restrictions to the winning of a prize (e.g. when trips must be taken);
 - (xi) The method in which the games will be conducted and any special conditions which may need to be met;
 - (xii) Cash alternatives for any of the merchandise prizes offered; and
 - (xiii) Any other relevant game requirements that are needed by participants in order to allow for fair and equitable conduct of the event.
- (c) Indicate, in writing, all terms or rules of the 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; and
 - (vi) Any information necessary to ensure that all participants fully understand the Rules of Play.

7. 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 the event is licensed and the event is being conducted in accordance with the Licence as approved;
 - (ii) Ensuring that copies of the game program, Rules of Play, and house rules for the Bingo Event are available to the players;
 - (iii) Prior to the Bingo Event, verifying and documenting the quantity of Media Bingo Paper to be made available for sale at the event;
 - (iv) Ensuring that all Media Bingo Paper, supplies, and equipment used at the Bingo Event comply with the requirements provided by IGR;
 - (v) Calculating and paying out prizes;
 - (vi) The payment of all approved Expenses;

- (vii) Reconciling and documenting the quantity of Media 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;
 - (viii) Completing and signing an Event Close-Out Summary for each Bingo Event and completing and signing a Monthly Bingo Event Log on forms as approved by IGR;
 - (ix) Depositing the gaming proceeds from the Bingo Event into the lottery bank account; and
 - (x) 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, shall purchase entry for, or play in the event.
- (c) The Licensee shall ensure all Media 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. Free Media Bingo Paper shall not be given away.
- (d) The Licensee shall not extend credit for the purchase of Media Bingo Paper.
- (e) The Licensee shall ensure all sales of Media 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 not duplicate Media Bingo Paper offered for sale.
- (g) 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.
- (h) 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.
- (i) The Licensee shall record on the Event Close-Out Summary all revenues from Bingo games conducted, all prizes paid, 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 maintain a Media Bingo Paper inventory control system wherein all transactions relating to Media Bingo Paper are recorded to clearly indicate all Media Bingo Paper purchased, sold and remaining bingo paper inventory.
- (k) A Ball Verification Sheet which records the sequence the balls were called must be completed for each Media Bingo game and signed and verified by at least two people from the Licensee.
- (l) Sales of Media Bingo Paper must stop before the start of the Bingo event unless game structure approved by IGR warrants such.

- (m) All potential winning card(s) must be verified by comparing the control number located in the centre (free space) of the card to the appropriate Master Control Book or an approved verification system.

8. PRIZES

- (a) Expenses and prizes shall not exceed 80% of Gross Revenue, calculated monthly.
- (b) If applicable to the type of Media Bingo being conducted, the Licensee is responsible for contacting the prize winner(s), and will make every effort to notify the prize winner(s).
- (c) The Licensee shall hold prizes that are unclaimed in a secure location for a period of one year from the date of the Bingo Event. If at that time the prizes are still unclaimed, the prize or cash equivalent shall be donated to a charitable beneficiary approved by IGR. Any other unclaimed prize process shall be approved in advance by IGR and shall be outlined in the Rules of Play.
- (d) The Licensee shall submit a list of unclaimed prizes to IGR with the subsequent Monthly Bingo Event Log.
- (e) Media Bingo Paper shall not be awarded or given away as a bonus or prize.
- (f) An organization which is planning to cease the operation of a Media Bingo shall notify IGR in writing prior to holding the last Bingo Event and shall be required to award any accumulated prizes during the final Bingo Event.
- (g) 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 Close-Out Summary.
- (h) No individual prize, or jackpot, in excess of \$10,000 shall be offered on a Media Bingo game.
- (i) All Media Bingo prizes shall be paid by cheque.

9. EXPENSES

- (a) Expenses and prizes combined may not exceed 80% of Gross Revenues, calculated monthly.
- (b) The Licensee shall not pay any person or organization any remuneration, per diem, honoraria, or any other form of direct or indirect compensation or consideration for assistance in the conduct and management of a Media Bingo lottery, without prior approval of IGR.
- (c) The Licensee shall pay by cheque, or electronic transfer, directly from the lottery bank account only those operating Expenses approved by IGR. Cash payments can me made only with prior approval of IGR and shall be supported by a signed receipt or invoice.

- (d) Only actual and reasonable Expenses directly related to the conduct of the Media Bingo will be allowed.
- (e) Licensee may pay a commission to a commercial outlet to sell Media Bingo Paper. The commission paid to a commercial outlet, including any applicable GST, cannot exceed 5% of the Media Bingo Gross Revenue generated through sales at that outlet. Draft copies of ticket selling contracts, specifying all services and fees provided, must be included with the application for review and approval by IGR.
- (f) No ticket revenue may be spent from the lottery bank account on Media Bingo Expenses and approved use of proceeds until sufficient funds are available to pay prizes. Until the Media Bingo prizes are secured, approved Media Bingo Expenses may be paid from non-gaming funds. Once the prizes are secured, revenue from the lottery bank account shall be used to reimburse the Expenses paid from non-gaming funds, with the appropriate corresponding receipts.

10. MEDIA BINGO MANAGEMENT/MARKETING COMPANIES

- (a) The Licensee shall only use management or marketing services which are provided by a registered gaming supplier approved by IGR.
- (b) Media Bingo management company employees and members of their immediate family, related by blood, adoption, marriage or common-law marriage, are not eligible to receive Media Bingo prizes.
- (c) Licensees contracting Media Bingo management/marketing companies shall retain responsibility for conduct and management of the Media Bingo. The Licensee must ensure the Media Bingo management company complies with these Terms and Conditions, *The Alcohol and Gaming Regulation Act, 1997*, with IGR policy and also maintains the integrity of gaming. Licensees are required to report, in writing, to IGR any non-compliance or issues which may impact upon the integrity of the gaming.
- (d) A copy of the Media Bingo management/marketing contract must be provided with the Media Bingo application for review by IGR. A final copy must also be submitted once the contract is signed by both parties.
- (e) The Media Bingo management/marketing contract shall specify all services provided, the fees paid, as well as a business plan for the Media Bingo.
- (f) The Media Bingo management/marketing company shall provide to the Licensee, if requested, a monthly summary of all income and Expenses relating to the Media Bingo.
- (g) The Media Bingo management/marketing company shall comply with the Terms and Conditions of their registration as well as *The Alcohol and Gaming Regulation Act, 1997*, and the Terms and Conditions of the applicable Media Bingo lottery for which they are contracted to provide services.
- (h) The Media Bingo management/marketing company shall maintain the integrity of the Media Bingo gaming.

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 the approved uses at time of application must be approved in advance by IGR.
- (d) The Licensee shall not use any lottery proceeds for the approved charitable purposes until all prize commitments have been met.
- (e) 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) The Licensee shall deposit all funds from Media Bingo Product sales into the lottery bank account. Funds shall be deposited as soon as it is practical to do so.

- (f) The Licensee shall maintain records in sufficient detail to ensure that all deposits can be clearly associated with the Bingo Event with which they are related.
- (g) The Licensee shall not transfer funds to a general account, term deposit, or any other account unless otherwise approved by IGR.
- (h) All disbursements from the lottery bank account shall be made by cheque, or electronic transfer, directly to the Expense and/or authorized charitable purpose.
- (i) 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.
- (j) 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 gaming has been established, deposit funds received from any other source in the designated lottery bank account.
- (k) 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 Licence, including:
 - (i) Bank statements;
 - (ii) Cancelled cheques;
 - (iii) Invoices/receipts for Expenses;
 - (iv) Event Close-Out Summaries;
 - (v) Event logs;
 - (vi) Prize records;
 - (vii) Event working documents;
 - (viii) Deposit books/slips;
 - (ix) Copies of financial reports submitted to IGR;
 - (x) Agreement with commercial outlets, if applicable;
 - (xi) Contract(s) with registered Media Bingo management/marketing company, if applicable; and
 - (xii) Any other information relevant to the conduct and management of the Bingo Events.
- (b) The Licensee shall keep a record of the distribution of Media Bingo Paper and cash or unsold Media Bingo Paper in order to account for all tickets and cash for reconciliation of the Media Bingo results.

- (c) 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 financial report on forms prescribed by IGR and a copy must be submitted to IGR by the last 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) All lost or stolen Media Bingo Paper shall be reported to IGR immediately. The report shall specify the total number and serial numbers of the lost or stolen product and an explanation for how the product was lost or stolen.
- (e) 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 his duties; or
 - (ii) A gain or an advantage by virtue of his position.