

**TERMS AND CONDITIONS FOR CHARITABLE GAMING LICENSEES TO
CONDUCT AND MANAGE RAFFLE LOTTERIES**

PREAMBLE

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.

The 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*.

Charitable lotteries include bingos, breakopens and raffle lotteries. The conducting of a lottery scheme without a valid licence is an offence under the *Criminal Code of Canada*.

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 wishing to conduct and manage raffle lotteries.

ARTICLE 1 - DEFINITIONS

1.01 In these Terms and Conditions:

- (a) "Certificate Of Registration" means a certificate of registration as a gaming employee or a gaming supplier issued either by the Saskatchewan Liquor and Gaming Authority pursuant to the provisions of *The Alcohol and Gaming Regulation Act, 1997* or by IGR (effective upon establishment of IGR's authority in that regard);
- (b) "Charitable Gaming Licence" means a licence issued by IGR to conduct and manage charitable gaming on Reserve pursuant to Section 207(1)(b) of the *Criminal Code*;
- (c) "Counterfoil" means the matching stub of a ticket which contains similar particulars as the ticket receipt given to the ticket purchaser;
- (d) "Gross Revenue" means all monies spent by patrons when purchasing Tickets to participate in any Raffle Lottery;
- (e) "IGR" means Indigenous Gaming Regulators Inc., or its successor;

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- (f) "Large Raffle" means a Raffle Lottery offering prizes with a Total Retail Prize Value exceeding \$50,000.00;
- (g) "Licence" means a Charitable Gaming Licence as issued by IGR for the conduct and management of a Raffle Lottery;
- (h) "Licensee" refers to the holder of a valid and subsisting Licence as issued by IGR;
- (i) "Net Proceeds" means the funds left for the approved charitable or religious object or purpose after the payment of all prizes and expenses as approved by IGR;
- (j) "Operating Costs" means actual costs incurred in the conduct of a Raffle Lottery as approved by IGR;
- (k) "Raffle Lottery" means a lottery scheme whereby for consideration, Tickets are sold on a random chance of winning a prize, excluding breakopen and scratch tickets but including, without restricting the generality of the foregoing, such schemes as 50/50 draws, elimination draws, calendar draws, sports pools, duck races or derby's.
- (l) "Registered Gaming Supplier" means a person holding a Certificate of Registration as a gaming supplier issued either by the Saskatchewan Liquor and Gaming Authority, pursuant to the provisions of *The Alcohol and Gaming Regulation Act, 1997*, or by IGR (effective upon establishment of IGR's authority in that regard);
- (m) "Regular Raffle" means a Raffle Lottery offering a Total Retail Prize Value not exceeding \$50,000.00;
- (n) "Ticket" means a raffle lottery ticket;
- (o) "Total Retail Prize Value" means the total value of all prizes offered (including all applicable taxes) even if the prizes are donated.

ARTICLE 2 – INTERPRETATION

2.01 All references contained in these Terms and Conditions to any legislative enactments shall include any such Statutes as may be amended, re-enacted or replaced from time to time and, in respect of any defined term derived from such Statutes, includes any subsequent definition contained in any Statutes enacted in substitution therefore, or in modification thereof.

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ARTICLE 3 - SUSPENSION OR CANCELLATION OF LICENCE

3.01 A Licensee who operates in breach of any term or condition herein may be subject to an immediate suspension or cancellation of the Licence to which the breach relates, or any other Licence issued or pending from IGR.

ARTICLE 4 - ACCESS TO RECORDS

4.01 Every Licensee shall allow an inspector or any person authorized by IGR access to his or her premises, books, records or other documents at all reasonable times for the purpose of making an inspection. Where any book, record or other document has been examined, IGR or any person authorized by IGR may make copies of the book, record or other document.

ARTICLE 5 - GENERAL CONDITIONS APPLICABLE TO THE CONDUCT OF RAFFLE LOTTERIES

5.01 Every Licensee shall:

(a) conduct a Raffle Lottery in accordance with:

- (i) their application as approved;
- (ii) these Terms and Conditions; and
- (iii) any other Terms and Conditions as imposed by IGR either before or after issuance of their Licence.

(b) supervise and be responsible for the conduct and management of every aspect of the Raffle Lottery, including:

- (i) the collection of all ticket sale revenue;
- (ii) the payment of prizes; and
- (iii) the payment of all Operating Costs.

(c) ensure the following information is on all Tickets, cards, advertising and promotions relating to the Raffle Lottery:

- (i) name of Licensee and licence number;
- (ii) cost per Ticket;
- (iii) prizes, their total retail value and any cash alternatives;
- (iv) draws, including all dates, number, location;
- (v) total number of Tickets offered for sale; and

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- (vi) provisions indicating that the Raffle Lottery is licensed by IGR.
- (d) ensure that the total value of Tickets printed and offered for sale does not exceed, but is not restricted to, 12 times the retail value of all prizes to be awarded (e.g.: prize is \$1000.00, gross sales cannot exceed \$12,000.00);
- (e) ensure that all Tickets are made with a Counterfoil stub with each part numbered in sequence, and indicates if Tickets may be purchased as singles or in discounted quantities (e.g.: 1 for \$2.00 or 3 for \$5.00);
- (f) sell Tickets only at the ticket price or prices on the application as approved by IGR;
- (g) ensure that all purchases are made on a voluntary basis;
- (h) ensure that purchase restrictions are explained in all rules of conduct (e.g. conflict of interest);
- (i) ensure that all Ticket purchasers are afforded an equal opportunity to win and that all prizes offered in the Raffle Lottery are awarded;
- (j) ensure that all media advertising states "intended for Saskatchewan residents", and is done through outlets having a geographical location in Saskatchewan;
- (k) award all prizes as approved by IGR; free and clear of all costs to the winner;
- (l) select the winning raffle Tickets by a method of random selection as approved by IGR;
- (m) hold prizes that are unclaimed for a period of 120 days from the date of the draw and, if at that time the prizes are unclaimed, dispose of the entire amount of those prizes in a manner approved by IGR; and
- (n) not operate on an interprovincial scale.

5.02 No licensee shall:

- (a) 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 Raffle Lottery, without prior approval of IGR;
- (b) revise any aspect of the Raffle Lottery once Ticket sales have commenced unless otherwise approved by IGR;

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- (c) distribute books of Tickets to the general public to sell;
- (d) demand payment or purchase of Tickets as a condition of membership in the organization holding the Licence;
- (e) sell or distribute Tickets at locations outside of Saskatchewan. All advertising shall originate from a location or locations in Saskatchewan;
- (f) extend credit for the purchase of any Ticket;
- (g) require a Ticket purchaser to be present at the draw to win the prize;
- (h) offer as a prize, Tickets for a "proposed" future lottery;
- (i) offer as a prize, beverage alcohol;
- (j) engage the services of a Registered Gaming Supplier (including a management firm), if the total retail value of all prizes does not exceed \$25,000.00, unless otherwise approved by IGR;
- (k) use a scratch ticket or structure that competes with a WCLC (Western Canada Lottery Corporation) product pursuant to Section 14 of the *Interprovincial Lotteries Act* (e.g. 5/18 structure which resembles the Lotto 649);

5.03 A Raffle Lottery Licensee may distribute books of Tickets to its membership to be sold or purchased by the membership and, where this occurs:

- (a) a Control Sheet documenting the series of Tickets shall be prepared in a form prescribed by IGR;
- (b) the Licensee shall ensure that all Ticket stubs and unsold Tickets are returned to the Licensee prior to any draws taking place; and
- (c) the Control Sheets are to be retained as part of all lottery records.

5.04 A Licensee shall ensure the draws are conducted in a fair manner by using the following methods:

- (a) all Tickets are accounted for, all sold ticket stubs are placed in the draw drum and the stubs are well mixed, prior to the draw;
- (b) the draws are made by an impartial party such as an accounting firm, or other non-participating party;

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- (c) all winning tickets are returned into the draw drum for future draws unless otherwise approved by IGR; and
 - (d) the name, address and Ticket number of the winner for each prize shall be recorded and verified by a party other than the person drawing the Ticket.
- 5.05 Raffle Lottery applicants shall be required to provide evidence that sufficient funds are available to cover the cost of all prizes offered when required by IGR.
- 5.06 The licensee shall comply with all applicable laws.

ARTICLE 6 - DISTRIBUTION OF GROSS REVENUE AND BANKING

6.01 Every Licensee shall:

- (a) open and maintain a separate and distinct bank account for each Raffle Lottery;
- (b) deposit all funds from raffle Ticket sales, prior to the final draw date, into the Raffle Lottery bank account;
- (c) pay directly from the lottery account only those Operating Costs approved by IGR;
- (d) ensure any and all interest paid into a Raffle Lottery bank account becomes subject to the licensed charitable spending restrictions as though such interest was earned as part of lottery proceeds;
- (e) ensure that all proceeds are retained by the Licensee and used for the charitable or religious object or purpose as approved by IGR; and
- (f) not transfer funds to a general account or any other account unless otherwise approved by IGR.

ARTICLE 7 - ACCOUNTING AND FINANCIAL REPORTING

7.01 Every Licensee shall:

- (a) complete a Raffle Lottery Report in a form prescribed by IGR and submit the form, along with a list of all winners, to IGR within 20 days of the final draw, or within such other time period as approved by IGR;

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- (b) afford access to all areas of the prize draw premises during the conduct of prize draws to Ticket purchasers, inspectors or any other persons as authorized by IGR; and
- (c) retain all records, receipts, invoices, Control Sheets, Tickets stubs and unsold Tickets pertaining to the lottery for a period of three years from the final draw.

ARTICLE 8 - CONFLICT OF INTEREST

8.01 Every Licensee shall ensure there is no conflict of interest, real or perceived, with regard to their operations. 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), who promotes or attempts to promote a private or personal interest which results, or appears to result in the following:

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

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