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***MONTE CARLO  
CHARITY EVENT TERMS AND  
CONDITIONS***

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Saskatchewan  
Liquor and Gaming  
Authority

*December 2010*

**SASKATCHEWAN LIQUOR AND GAMING AUTHORITY**

**Monte Carlo Charity Events - Terms and Conditions**

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## 1. DEFINITIONS

In these Terms and Conditions:

- (a) "ADMISSION/ENTRY FEE" means the minimum mandatory amount that must be paid to participate in a Monte Carlo Charity Event.
- (b) "CASINO" means a Casino operated by the Saskatchewan Gaming Corporation, the Saskatchewan Indian Gaming Authority or any Exhibition or Agricultural Society licensed to conduct casino gaming pursuant to Section 207(1)(c) of the *Criminal Code*.
- (c) "CHAIRPERSON" means the volunteer representative of the Licensee referred to in subsection 5(b).
- (d) "DRAW" means the approved selection process by which the winner(s) are determined on a random basis.
- (e) "EXPENSES" means actual costs incurred in the conduct of the event (ticket printing, advertising, etc) and approved by SLGA.
- (f) "GROSS REVENUE" means all Admission/Entry Fees paid by persons to participate in a Monte Carlo Charity Event.
- (g) "LICENCE" means a Licence issued pursuant to the *Criminal Code*, for the conduct and management of a lottery scheme.
- (h) "LICENSEE" refers to the holder of a valid and subsisting Licence issued by SLGA for a Monte Carlo Charity Event.
- (i) "MONTE CARLO CHARITY EVENT" means an event at which games approved by SLGA are played without the use of legal tender for the opportunity to acquire merchandise prizes.
- (j) "NET PROCEEDS" means the funds left for the approved charitable purpose after the payment of all prizes and Expenses approved by SLGA.
- (k) "TICKET" means an admission or entry Ticket which the holder has purchased as proof of entry to the event.
- (l) "TOTAL RETAIL PRIZE VALUE" means the total retail value of all prizes offered (including all applicable taxes), whether the prizes are purchased or donated.

## 2. GENERAL

- (a) The Licensee shall conduct the Monte Carlo Charity Event 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) Any change to the Licence, such as changes in time, date or location of the event, 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. If the approved amendments occur after Ticket sales have commenced, the Licensee shall be required to advise Ticket holders and amend unsold Tickets.
- (c) A copy of the approved Licence, any amendments to the Licence, Event Rules and Rules of Play for the event must be posted at the time and location of the event.
  - (d) The Licensee shall not transfer or assign its Licence.
  - (e) The Licensee shall ensure that their event, including the sale of Tickets, is conducted completely within the province of Saskatchewan.
  - (f) The Licensee shall comply with all municipal, provincial and federal laws in connection with the Licence issued.
  - (g) An individual considered to be not of good character or good standing shall not be involved in the operation of the Monte Carlo Charity Event, if in the opinion of SLGA, the integrity of the event could be compromised by that person's involvement.
  - (h) The Licensee shall notify SLGA immediately in writing about anything that has compromised, or may compromise, the fair and honest conduct of the event. This includes, for example, any suspected cheating or irregularities.
  - (i) Any person or entity who provides gaming services for remuneration to a Licensee(s) is required to be registered with SLGA.

### **3. TICKET REQUIREMENTS**

- (a) The Licensee shall only print the number of Tickets, and sell Tickets only at the price, indicated and approved in the application for a Licence.
- (b) Admission/Entry Fee Tickets must be numbered in sequence and shall consist of two parts, identically numbered, one of which is to be retained by the Licensee and which shall include the name and contact information of the player. The portion retained by the purchaser must set out the following:
  - (i) Name of Licensee and Licence number.
  - (ii) Cost for Admission/Entry Ticket to the Monte Carlo Charity Event.
  - (iii) Prizes available.
  - (iv) Time, date and location of event.
  - (v) Total number of Admission/Entry Tickets available for sale.

### **4. ADVERTISING**

- (a) The Licensee shall ensure that all forms of advertising are accurate and verifiable. Advertising descriptions and values of prizes must accurately match prizes described in the Licence application.

- (b) The Licensee shall ensure the following information is on all print and internet advertising:
  - (i) Name of Licensee and Licence number.
  - (ii) Cost for Admission/Entry Ticket to the Monte Carlo Charity Event.
  - (iii) Prizes available.
  - (iv) Time, date and location of event.
  - (v) Total number of Admission/Entry Tickets available for sale.
- (c) The Licensee shall ensure that all radio and television advertising shall include the following:
  - (i) Name of Licensee.
  - (ii) Licence number.
  - (iii) Date and location of event.
- (d) Tickets shall not be sold, advertised or promoted to persons located outside of Saskatchewan.
- (e) The Licensee shall ensure that any advertising or publicity for the 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.
- (f) The Licensee shall not promote the 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.

## **5. RULES OF PLAY**

- (a) The Licensee shall ensure the Event Rules and Rules of Play governing the conduct of the event, including the method of awarding of prizes, are adhered to. The Event Rules and the Rules of Play (see Appendix) shall be made available to all Ticket purchasers if requested.
- (b) The method used to determine the prize distribution, either by auction or a Draw and any applicable details must be included with the application.
- (c) The Event Rules and the Rules of Play shall be posted by the Licensee in a prominent position in the public area of the premises.

**6. CONDUCT AND MANAGEMENT**

- (a) The Licensee shall supervise, as well as be responsible and accountable for the conduct and management of every aspect of the event, including:
  - (i) Administering Tickets, including the collection of all Admission/Entry Fee revenue.
  - (ii) Ensuring the Monte Carlo Charity Event runs according to these Terms and Conditions, including the Appendix which specifies the Event Rules and the Rules of Play.
  - (iii) Paying all prizes.
  - (iv) Paying all Expenses.
  - (v) Completing and filing the required financial report on the raffle.
  - (vi) Keeping all required records and depositing all monies into the lottery bank account.
  - (vii) The reconciliation of all Tickets and cash.
  - (viii) Providing a volunteer Chairperson with sufficient knowledge and skill to conduct the event.
  - (ix) Providing volunteer dealers for each blackjack table and wheel of fortune.
- (b) The Chairperson shall:
  - (i) Be a volunteer member of the Licensee.
  - (ii) Have sufficient knowledge and skill to oversee the event.
  - (iii) Be present throughout the event.
  - (iv) Provide fair and consistent determinations when disputes or questions arise.
  - (v) Record in writing all disputes and irregularities related to game play that required the Chairperson's intervention.
  - (vi) Not participate in the event.
  - (vii) Report to SLGA, in a timely manner and in writing, any cheating, collusion or other gaming irregularity that might compromise the integrity of the event.
  - (viii) Not have a criminal record relating to any gaming, liquor, fraudulent, violent or any similar type of offence.
- (c) The Licensee shall ensure that no person under the age of 19 years shall participate or be present at a Monte Carlo Charity Event. Should the event be held in conjunction with a liquor permit that allows for minors to be present, this requirement overrides the liquor permit and no individuals under 19 years of age are to be permitted to attend.
- (d) Ticket sales shall cease upon the commencement of the Monte Carlo Charity Event.

- (e) The Admission/Entry Fee Tickets shall be sold only for cash. Payment of an Admission/Entry Fee by credit card shall not be accepted. Complementary admission is prohibited.
- (f) Monte Carlo Charity Events shall:
  - (i) Be conducted only within the hours listed on the Licence.
  - (ii) Be of ten (10) hours in duration or less.
  - (iii) Not begin prior to 9:30 a.m., Monday through Saturday, and not prior to 12 noon on Sunday. These events must conclude by 2 a.m.
- (g) The Monte Carlo Charity Event may not be held in a liquor-permitted establishment unless held in an unlicensed area or in a licensed banquet room.

**7. CARD AND CHIP REQUIREMENTS**

- (a) The Licensee shall ensure that only chips unique to the event are used at the event.
- (b) The Licensee shall ensure that only chips issued at its event are used.
- (c) The Monte Carlo Charity Event shall be played with a standard 52-card deck without jokers. The decks shall be of a high quality appropriate for Monte Carlo Charity Event play, and all decks shall be identical.

**8. DRAW PROCEDURES (if applicable)**

- (a) The Licensee must be able to account for all entries in the Draw.
- (b) All Draws must be open to the public. The Draws shall be made by a non-participating party. The name, and address of the winner for each prize shall be recorded and verified by a party other than the person making the Draw.
- (c) The Licensee shall not require a Ticket purchaser to be present at the Draw to win the prize.

**9. PRIZES**

- (a) The Licensee shall award all prizes as described on the Licence application and approved by SLGA.
- (b) The Total Retail Prize Value of merchandise prizes (whether purchased or donated, and including applicable taxes), shall not exceed \$5,000 per Monte Carlo Charity Event.
- (c) Individual prizes per player may not exceed \$2,000 (whether purchased or donated, and including applicable taxes) in retail value.
- (d) Cash prizes are not allowed.

- (e) An entry into an on-line poker tournament, other on-line gaming event, or a Monte Carlo Charity Event may not be offered as a prize.
- (f) If a prize is not claimed, the Licensee shall wait one year following which they shall donate the prize to a charitable beneficiary approved by SLGA.
- (g) The Licensee shall submit a list of unclaimed prizes to SLGA with the event financial report.
- (h) 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 retained.

## **10. EXPENSES**

- (a) The Licensee shall pay by cheque, or electronic transfer, directly from the lottery bank account only those operating Expenses approved by SLGA. Approved Expenses include: (For more detail see the Gaming Event Expenses section of the Policy Manual.)
  - (i) Ticket printing.
  - (ii) Advertising.
  - (iii) Licence fee.
  - (iv) Appraisal fees for prizes, if required.
  - (v) Other Expenses receiving prior approval from SLGA relating to the conduct and management of the raffle. (i.e. hall rental, gaming equipment costs, banking charges, etc.)
- (b) Only actual and reasonable Expenses directly related to the conduct of the event will be allowed.
- (c) When Licensees rent facilities in which to hold a Monte Carlo Charity Event, only a flat rate charge is permitted (that is, the charge cannot be based on a percentage of Gross Proceeds or Net Revenue).
- (d) Ticket sellers shall not be paid and shall not receive free Tickets.
- (e) The use of paid workers in connection with the Monte Carlo Charity Event (for example, as Chairperson) is prohibited. Payment refers to any form of consideration provided for services rendered including wages and honorariums.
- (f) The Licensee shall pay directly from the lottery bank account all event Expenses as approved by SLGA. Until the prizes are secured, approved 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.

## **11. USE OF PROCEEDS**

- (a) The Admission/Entry Fees paid by persons to participate in the Monte Carlo Charity Event (the Gross Revenue) are gaming proceeds that shall only be spent

- by the Licensee in accordance with the use of eligible gaming Gross Revenue requirements for charitable gaming established by SLGA.
- (b) The Net Proceeds (Gross Revenue less prizes and Expenses as approved by SLGA) from the event 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.
  - (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) Any changes in the use of proceeds from the approved uses at time of application must be approved in advance by SLGA.
  - (e) The Licensee shall not use any lottery proceeds for the approved charitable purposes until all prize commitments have been met.
  - (f) Gaming proceeds may not be used to cover gaming losses or Expenses from other gaming Licences unless approved by SLGA.
  - (g) Disbursements of proceeds shall normally be payable directly to the vendor or supplier. 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.

## **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 event. 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 Monte Carlo Charity Event conducted including proceeds derived from the event, Expenses paid in the conduct of the event, 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 detailed 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) Deposit all Gross Revenue from the event into the lottery bank account. All Gross Revenue (being the Admission/Entry fees) shall be deposited to the lottery bank account no later than the second banking day following the event.
- (f) The Licensee shall not transfer funds to a general account or any other account unless otherwise approved by SLGA.
- (g) 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.
- (h) 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 licenced by SLGA, or;
  - (ii) Where a separate designated lottery bank account for the event has been established, deposit funds received from any other source in the designated lottery bank account.
- (i) 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 event for a period of three years from the date of the event, including:
  - (i) Bank statements.
  - (ii) Cancelled cheques.
  - (iii) Invoices/receipts for Expenses.
  - (iv) Ticket inventory control sheets.
  - (v) List of prize winners.
  - (vi) All unsold Tickets.
  - (vii) All Ticket stubs of sold Tickets.
  - (viii) Any other information relevant to the conduct and management of the event.
- (b) The Licensee shall keep a record of the distribution of Ticket stubs and cash or unsold Tickets in order to account for all Tickets and cash for reconciliation of the event results.
- (c) 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.
- (d) The Licensee shall maintain a detailed record of how all Gross Revenues have been spent/dispersed.

**14. REPORTING REQUIREMENTS**

- (a) All lost or stolen Tickets shall be reported to SLGA immediately. The report shall specify the total number and serial numbers of the lost or stolen Tickets and an explanation for how the Tickets were lost or stolen.
- (b) The Licensee is required to complete a financial report including the Gross Revenue, total retail value of all prizes and total cost of prizes (including the names of the winners to which prizes were awarded), all Expenses paid to conduct the event and proceeds generated as a result of their event. The Licensee shall complete the financial report on forms prescribed by SLGA and submit these forms, along with a list of all winners, to SLGA within sixty (60) days of the date of the event, or within the time period approved by SLGA.
- (c) Financial reports must be signed, and certified correct, by a member of the Licensee who is indicated on the application.
- (d) SLGA may request additional documents deemed necessary to confirm the particulars of the event.
- (e) The Licensee shall indicate on the financial report any prizes which have been donated.

**15. 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.
- (c) If the Net Proceeds for the Licence equal or exceed \$100,000, the Licensee shall provide to SLGA a copy of an independent audit opinion to confirm the accuracy of the financial reports submitted to SLGA. 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 SLGA within such time as may be approved by SLGA.

**16. CONFLICT OF INTEREST**

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:

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

## **APPENDIX**

### **EVENT RULES**

1. The Monte Carlo Charity Event shall consist only of blackjack table games and/or wheel of fortune games.
2. No person who is acting as wheel of fortune operator or a blackjack dealer shall place a bet at the same Monte Carlo Charity Event at which he/she is acting in such a capacity.
3. No person under the age of 19 years shall play or be present at a Monte Carlo Charity Event.
4. All bets are wagered using either play money and/or chips that have been approved by SLGA for use at the Monte Carlo Charity Event.
5. At no time shall play money or chips be exchanged for legal tender.
6. An equal amount of play money and/or chips shall be provided to all patrons upon entrance to the event. No additional play money and/or chips can be given out or sold after the initial entrance to the event.
7. The rules of the game for blackjack and wheel of fortune set out in these Terms and Conditions shall apply.
8. Prizes shall consist of merchandise only and shall not exceed \$5,000 in total retail value (whether purchased or donated). Individual prizes per player shall not exceed \$2,000 retail prize value. An entry into an on-line gaming event shall not be offered as a prize. Cash shall not be offered as a prize.
9. Prize distribution may be determined by either:
  - a) An auction may be held and the accumulated winnings used to bid on merchandise prizes; or
  - b) Entries may be purchased using the play money or chips, which are then entered into a Draw for merchandise prizes.

## **BLACK JACK**

### **Rules of Play**

1. All games shall be played with play money and/or chips.
2. All players' cards must be dealt face up.
3. Bets must be placed before receiving any cards.
4. The dealer must Draw on 16 and stand on any count of 17 or more.
5. Aces count as one or 11.
6. Blackjack (first 2 cards totalling 21) automatically pays two to one.
7. Pairs may be split providing that equal bets are placed on each hand. Blackjack obtained on a split pair pays even money. When aces are split, only one card may be drawn to each ace.
8. In the case of a tie, the hand is a push (no winner). In the case of 21 and Blackjack, Blackjack wins.
9. Five cards under 21 counts the value of the cards only and does not beat any hand which has a higher point value under 21.
10. Players may double down on any two card count of nine, ten or eleven and take only one additional card face up.
11. Insurance bets are not allowed.
12. Bets for dealers are not allowed.
13. Players cannot touch their cards.

## **WHEEL OF FORTUNE**

### **Rules of Play**

1. All games must be played with play money and/or chips.
2. All bets must be placed before the spin of the wheel.
3. The operator must announce the cutoff of bets before spinning the wheel.
4. The wheel must complete a minimum of three full revolutions to count as a spin.
5. Roulette wheels are not considered as wheels of fortune. The use of Roulette wheels at a Monte Carlo Charity Event is prohibited.