

# Monte Carlo

## TERMS AND CONDITIONS

### General Provisions

#### A (i)

All Monte Carlo events conducted in Manitoba must be licensed by the Liquor and Gaming Authority of Manitoba (LGA) or by a local gaming authority named or authorized by the Lieutenant Governor in Council.

#### A (ii)

The LGA may license charitable and/or religious organizations to conduct Monte Carlo events within Manitoba in accordance with Section 207(1)(b) of the *Criminal Code (Canada)*.

#### A (iii)

Licenseses must follow the requirements of *The Liquor and Gaming Control Act*, associated regulations and the Monte Carlo Terms and Conditions. The LGA may add or change terms and conditions of a licence at its discretion.

### Penalties

#### B (i)

Licenseses that breach any term or condition, or fail to conduct a Monte Carlo event as approved by the LGA, are subject to remedial action deemed necessary by the LGA.

#### B (ii)

The LGA may suspend a licence at any time, with or without notice, for the breach of any term or condition or, if in the opinion of the LGA, it is in the public interest to do so.

### Definitions

“**blackjack**” means a card game with the objective to be dealt cards having a higher count than those of the dealer, up to but not exceeding 21

“**Monte Carlo event**” means a lottery scheme consisting of a maximum of four blackjack tables and any number of wheel of fortune games

“**premises**” means a single location that includes all components or buildings comprising one architectural entity and serves a unified functional purpose for conducting a Monte Carlo event

“**wheel of fortune**” means a gambling device resembling a revolving wheel with sections indicating chances taken or bets placed

### General

#### 1.01

Licenseses must ensure the honesty and integrity of the individuals involved in the conduct and operation of the Monte Carlo event.

#### 1.02

Licenseses must notify the LGA without delay about anything that has, is, or is likely to compromise the honest conduct and management of the Monte Carlo event.

#### 1.03

The LGA and its representatives may, at any time before, during or after the Monte Carlo event, audit or inspect anything related to the Monte Carlo event. This includes, but is not limited to, event facilities, buildings, equipment, expenses, documents, records and recipients of funds.

#### 1.04

The LGA and its representatives must be given free access at all times and must be allowed to remove anything they consider relevant to the Monte Carlo event for inspection, examination or audit.



Liquor and Gaming  
Authority of Manitoba

[www.LGManitoba.ca](http://www.LGManitoba.ca)

## Use of Funds

### 2.01

Funds generated from Monte Carlo events must be used for the advancement of education, religion, health or the relief of poverty, or they must benefit the community through the promotion of sport, recreation, culture, or any other area considered appropriate by the LGA.

### 2.02

An organization using Monte Carlo funds to purchase, build or renovate real property must ensure the proceeds from the subsequent sale, mortgaging or other disposition of that property (at least an amount equal to the value of funds raised by the Monte Carlo) are used for a charitable or religious purpose.

### 2.03

An organization using Monte Carlo funds to purchase, build or renovate property owned by the licensee must have a dissolution clause that comes into effect should the organization fold or wind up. This clause must be included as a specific provision for distribution of assets in the organization's constitution and/or in its articles of incorporation to ensure the organization's assets are used for charitable purposes upon dissolution.

### 2.04

An organization using Monte Carlo funds for a future capital project may place Monte Carlo event funds into an interest-bearing investment or bank account until the organization has sufficient funds to begin the project. Special reporting is required while funds are invested outside of the organization's lottery bank account.

## Fees and Expenses

### 3.01

Licence fees are set by the LGA and must be submitted as required.

### 3.02

Only actual and reasonable expenses are allowed.

### 3.03

Licensees owning the premises where their Monte Carlo event takes place cannot deduct rent as an expense.

## Licence Applications

### 4.01

Applicants must provide all information required on the application form. In addition, the LGA may request any other information it deems necessary.

### 4.02

The LGA may limit the number of events held by a licensee during any specific time period.

### 4.03

Licensees or applicants may ask in writing for an exemption from any term or condition and must satisfy the LGA that compliance with that term or condition would cause them unreasonable hardship.

## Conduct

### 5.01

A Monte Carlo licence may not be transferred, assigned, lent or borrowed.

### 5.02

Licensees must post the following at each Monte Carlo event:

- a) a copy of the current licence;
- b) all posters provided by the LGA; and,
- c) any other information required by the LGA.

### 5.03

Licensees are restricted to two Monte Carlo events per calendar year.

### 5.04

A premises is restricted to two Monte Carlo events per calendar year.

### 5.05

A Monte Carlo event cannot exceed three days.

### 5.06

Individual bets cannot exceed \$1.

### 5.07

People directly involved in the conduct, management or operation of the Monte Carlo cannot play at the event.

### 5.08

People must be eighteen years or older to participate in the operation of gaming tables or play at a Monte Carlo event.



### 5.09

The approved application, the Monte Carlo Terms and Conditions and the approved rules are part of the licence. Any change must be applied for and approved in writing by the LGA before being advertised or implemented. All approved amendments must be available at each event.

### 5.10

Monte Carlo events may only be held in the location and on the date and time specified on the licence or any subsequently-approved amendment.

### 5.11

Licensees must ensure advertising accurately reflects the approved licence and includes the organization's name and licence number. Advertising for prizes must identify any applicable restrictions.

## Records and Reporting

### 6.01

Licensees must keep all records relating to the conduct and operation of the Monte Carlo event for at least three years after the expiration of the licence, unless otherwise approved in writing by the LGA.

### 6.02

All Monte Carlo event revenue must be deposited immediately into a separate lottery bank account. This bank account must be separate from other organizational bank accounts and used for the sole purpose of depositing and disbursing funds earned by conducting LGA-licensed events.

### 6.03

Licensees must make payments directly from their lottery bank account to providers of goods and services and charitable purposes as approved by the LGA. All forms of payment from the lottery bank account must be supported by invoices and/or receipts. Cash payments for expenses at an event are only allowed if they are supported by receipts that are retained with the records for the event.

### 6.04

Within 60 days after the final event, licensees must:

- disburse all funds as approved with the licence; and,
- submit required financial information on approved forms;

unless otherwise approved by the LGA.

### 6.05

Licensees must make available to the public on request, information regarding the charitable use of Monte Carlo event revenue.

### 6.06

Licensees must provide the LGA with supporting documentation for the use of Monte Carlo event revenue upon request. This documentation must include, but is not limited to, invoice copies, receipts and written acknowledgements from each recipient.

### 6.07

Upon written request from the LGA, licensees must provide an independent audited financial statement or financial review of their Monte Carlo event operations.