



## ***Regulations concerning Raffles: Schedule "B"***

### **COMPLIANCE AGREEMENT**

**[Name of Eligible Organization]** understands and agrees that if granted a Raffle Authorization from the Kahnawake Gaming Commission, **[Name of Eligible Organization]** will respect and observe the following terms and conditions – failing which the Commission may suspend or revoke our Raffle Authorization and may take such other actions as the Commission, in its sole discretion, deem necessary to fulfill the purposes of the Commission's *Regulations concerning Raffles* (the "Regulations").

The terms used in this Compliance Agreement have the same meaning as is provided in the Regulations.

### **TERMS AND CONDITIONS**

1. A Raffle Authorization is valid for only one raffle event at a time, unless otherwise approved by the Commission.
2. **[Name of Eligible Organization]** will make available to the Commission and to the public, written terms and conditions governing the Raffle.
3. The Commission, in its sole discretion, may direct **[Name of Eligible Organization]** to amend the terms and conditions governing a particular Raffle and **[Name of Eligible Organization]** will comply with the Commission's direction.
4. The terms and conditions of a Raffle must:
  - (a) ensure the type and value of each available Prize or Prizes are clearly and accurately stated;
  - (b) identify the date, time and place at which the Winning Ticket will be determined;
  - (c) confirm that the Winning Ticket number will be unknown during the Ticket sales period;
  - (d) provide a description all rules governing the Raffle, including but not limited to:
    - (i) the method that will be used for determining a Winning Ticket;
    - (ii) how fairness will be ensured, including a description of the process to be used to deal with ties; no Ticket being drawn that matches the winning result; or other disputed results.

5. **[Name of Eligible Organization]** will ensure that no activities take place in relation to a Raffle that are in breach of the Regulations, this Compliance Agreement or of any other law applicable within the Territory.
6. Any aspect of a Raffle may be subject to audit and investigation as directed by the Commission.
7. **[Name of Eligible Organization]**, or anyone acting on its behalf, will not advertise or use the name, official marks and logos of the Commission or use any other reference to the Commission in relation to a Raffle, without the prior written authorization of the Commission.
8. **[Name of Eligible Organization]** will ensure that any advertisement or form of marketing it authorizes or that is conducted on its behalf:
  - (a) is not indecent, offensive or defamatory;
  - (b) is based on fact; and
  - (c) is not false, deceptive or misleading.
9. The Commission will, in its sole discretion, determine whether an advertisement or form of marketing contravenes any of the requirements in the foregoing section 8.
10. The Commission's logo and telephone number must be prominently displayed in any advertising associated with a Raffle, with a notification that complaints may be addressed directly to the Commission.
11. Tickets may only be sold to Eligible Ticket Purchasers, as defined by the Regulations, by **[Name of Eligible Organization]** or its authorized representatives.
12. No Ticket will be sold at a price other than that shown on the face of the Ticket or as set out in the terms and conditions of the Raffle. Ticket prices will not be changed during the Ticket sales period.
13. A Raffle draw will be made using a method that has been approved by the Commission. A Commission member or inspector appointed by the Commission may be present at the time of a draw.
14. A Raffle draw will be held at the time and date and at the place specified on the face of a Ticket or in the terms and conditions of the Raffle, failing which the draw will be held at a time and date or at a place directed by the Commission.
15. Any Ticket that,
  - (a) is sold to a person that is not an Eligible Ticket Purchaser, as defined by the Regulations; or

(b) is unsold, altered, counterfeited, forged or produced in error, or which is in any material manner, illegible, mutilated, defective, misprinted or otherwise incomplete,

is void and will not in any case entitle the Ticket holder to a Prize or, except as contemplated under section 16 to a refund of the amount paid for the Ticket.

16. A holder of a Ticket that is void pursuant the provisions of the foregoing section 15, may be entitled to a refund from the Licence holder of the amount paid for the Ticket only where the Commission determines that:

(a) the Ticket holder is an Eligible Ticket Purchaser;

(b) the void Ticket was a Ticket that was sold to an Eligible Ticket Purchaser and that was not subsequently cancelled at the request of the Ticket holder; and

(c) the Ticket is void because of an action or actions taken by **[Name of Eligible Organization]** or any employee, agent or authorized representative of **[Name of Eligible Organization]**.

17. Subject to the provisions of section 18, **[Name of Eligible Organization]** will pay to a Winning Ticket holder the full amount of the of the Raffle Prize (in the case of a Money Prize) or deliver to the Winning Ticket holder full ownership to any property or benefit (in the case of a Prize that is not a Money Prize).

18. **[Name of Eligible Organization]** has no obligation to pay or deliver a Prize unless the holder of a Winning Ticket:

(a) is a an Eligible Ticket Purchaser;

(b) either:

(i) satisfies **[Name of Eligible Organization]** that the holder of the Winning Ticket is lawfully entitled to possession of the Winning Ticket; or

(ii) where **[Name of Eligible Organization]** is not satisfied under clause (i), is finally determined to be lawfully entitled to possession of the Winning Ticket pursuant to a finding by the Commission;

(c) delivers the original Winning Ticket to **[Name of Eligible Organization]** prior to the expiry of one year commencing on the date of the draw or within the time limit otherwise specified on the Winning Ticket, whichever is the earliest. If the expiry date falls on a day that is not a business day, then the following business day will be deemed to be the expiry date;

(d) if requested by **[Name of Eligible Organization]**, gives **[Name of Eligible Organization]** the right to publish his or her name, address, place of residence and/or a recent photograph without any claim for broadcasting, printing, royalty or other rights;

- (e) if requested by **[Name of Eligible Organization]** or the Commission, provides:
- (i) satisfactory evidence of identification;
  - (ii) any information requested by **[Name of Eligible Organization]** or the Commission related to the Winning Ticket including but not limited to, the purchase, acquisition and validation of the Winning Ticket, reasonably required for **[Name of Eligible Organization]** or the Commission to process the Prize claimed;
  - (iii) a valid release of any further claims relating to the Winning Ticket; and
  - (iv) an undertaking to indemnify and save **[Name of Eligible Organization]** and the Commission harmless from any further claims made by either such holder or by any other person regarding such Prize.
19. Except for Money Prizes, **[Name of Eligible Organization]** may, with the approval of the Commission, substitute for any Prize:
- (a) the cash equivalent to the acquisition cost of such Prize; or
  - (b) a Prize of an equivalent cost or value.
20. **[Name of Eligible Organization]** will, at the request of the Commission, do anything reasonably necessary to allow a Commissioner and/or person duly authorized by the Commission, to inspect or monitor a Raffle and the operations of a Raffle.
21. **[Name of Eligible Organization]** will keep a written report of all incidents that occur concerning the operation of a Raffle ("incident reports"), including the following:
- (a) complaints received, orally or in writing, from a player or any other person regarding the Raffle or the operations of the Raffle;
  - (b) any occasion on which the operations of the Raffle deviate from the terms and conditions of the Raffle Authorization;
  - (c) any breach of the Kahnawake Gaming Law or these Regulations.
22. An incident report must provide details of the incident and be submitted to the Commission not more than twenty-four (24) hours after the time of the incident.
23. In the event the Commission requires additional information regarding an incident report, **[Name of Eligible Organization]** will use its best efforts to provide the required information to the Commission in a timely fashion.

- 24. The person signing this Compliance Agreement on behalf of **[Name of Eligible Organization]** has been duly authorized by **[Name of Eligible Organization]** to do so.
- 25. This Compliance Agreement is binding on **[Name of Eligible Organization]** for all legal purposes.
- 26. It is understood and agreed that this Compliance Agreement is **not confidential** and that either party may provide a copy of this Compliance Agreement to any person for any reason.

**Signed** within the Mohawk Territory of Kahnawake this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**[Name of Eligible Organization]**

**KAHNAWAKE GAMING COMMISSION**

Per:

Per:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Commissioner

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Print Name of Commissioner