**Section 1800.250 Duties of Terminal Operators**

In addition to all other duties and obligations required by the Act and this Part, each licensed terminal operator has an ongoing duty to comply with the following:

a) Assume the primary responsibility for the operation and maintenance of video gaming terminals and for payment of tax remittance to the State as required by the Act;

b) Maintain and provide, either directly or through a licensed manufacturer, distributor, supplier, licensed technician, or licensed terminal handler, an inventory of associated video gaming equipment to ensure the timely repair and continued, approved operation and play of the video gaming terminals it operates;

c) Ensure the timely repair and continued, approved operation and play of the video gaming terminals it operates;

d) Assume responsibility for the payment of valid receipt tickets issued by video gaming terminals it operates;

e) Maintain at all times an approved method of payout for valid receipt tickets and pay all valid receipt tickets;

f) Assume responsibility for terminal and associated video gaming equipment malfunctions, including any claim for the payment of credits arising from malfunctions;

g) Promptly notify the Board of electronic or mechanical malfunctions or problems experienced in a terminal that affect the integrity of terminal play;

h) Extend no form of deferred payment for video gaming terminal play in which an individual receives something of value now and agrees to repay the lender in the future for the purpose of wagering at a video gaming terminal;

i) Maintain a single bank account for all licensed video gaming locations with which it contracts for deposit of aggregate revenues generated from the play of video gaming terminals and allow for electronic fund transfers for tax payments;

j) Only enter into use agreements or agreements that purport to control placement and operations of video gaming terminals with video gaming locations that comply with the Act and this Part;

k) Obtain and install, at no cost to the State and as required by the Board, all hardware, software and related accessories necessary to connect video gaming terminals to a central communications system;

l) Offer or provide nothing of value to video gaming location or any person related to or affiliated with a video gaming location as an incentive or inducement to locate, keep or maintain video gaming terminals at the video gaming location;

m) Not own, manage or control a licensed establishment, licensed truck stop establishment, licensed large truck stop establishment, licensed fraternal establishment, or licensed veterans establishment;

n) Conduct advertising and promotional activities in accordance with this Part and in a manner that does not reflect adversely on or that would discredit or tend to discredit the Illinois gaming industry or the State of Illinois;

o) Respond to service calls within a reasonable time from the time of notification by the video gaming location;

p) Immediately remove all video gaming terminals from the restricted area of play:

1) upon order of the Board or an agent of the Board; or

2) that have been out of service or otherwise inoperable for more than 72 hours;

q) Provide the Board on a monthly basis a current list of video gaming terminals acquired for use in Illinois;

r) Not install, remove or relocate any video gaming terminal without prior notification and approval of the Administrator;

s) Provide prompt notice of an assignment of a use agreement to the Board, the affected location, and the central communications system vendor;

t) Maintain a video gaming terminal access log for each video gaming terminal, which must be kept inside the video gaming terminal at all times, documenting all access to the video gaming terminal. The log format shall provide for the time and date of access, the persons who had access, the license number when applicable and the nature of the service or repair made during the access;

u) Service, maintain or repair video gaming terminals at licensed video gaming locations only by licensed technicians or licensed terminal handlers;

v) Purchase keys and locks for video gaming terminals that are approved by the Board and are specific to the terminal operator. All keys shall be numbered, reported to the Board and available for audits. The Board shall be provided with access to the logic box of a video gaming terminal upon request. If a terminal operator's actions necessitate a rekeying, the costs of rekeying shall be at the terminal operator's expense. A terminal operator shall immediately inform the Board if a key is lost or stolen;

w) Provide, at the terminal operator's expense, digital surveillance cameras that continuously record at all times when video gaming terminals are operational. These cameras shall be maintained at all licensed video gaming locations with which the terminal operator has entered into a use agreement. The surveillance provided by these cameras shall extend to all areas where video gaming is being conducted and video gaming vouchers are redeemed. Recorded images must clearly and accurately display the time and date. Recordings shall not be destroyed or altered and shall be retained for at least 30 days. Surveillance recordings are subject to inspection by the Board through its agents and must be kept in a manner that allows the Board to view and obtain copies of the recordings immediately upon request. All surveillance recordings must record at a minimum of 10 frames per second and at a minimum resolution of 1280 x 720 px. All video surveillance data collected pursuant to this subsection shall be stored at the video gaming location or through offsite storage (e.g., cloud storage, offsite server). If stored at the video gaming location, neither the licensed location, nor any owner, person of significant influence or control, nor any of their employees, may access the video surveillance data. The retention of backed up video surveillance data shall take place twice monthly, by the first and fifteenth of each month, into a safe and secure location that shall not be accessible except by the terminal operator or a Board agent. The provisions of this subsection shall become operative on July 1, 2020; and

x) Create a form for the use of licensed video gaming locations as a receipt for progressive jackpot winners. After the Administrator approves that form, the terminal operator shall distribute the forms to all licensed video gaming locations operating in-location bonus jackpot games or in-location progressive games with which the terminal operator has a use agreement. The form shall have payment instructions for the winning patron, identify contact information for the terminal operator, and be capable of having the following information recorded in triplicate:

1) The winner's name and address;

2) The date and time the progressive jackpot was won;

3) Identification number and location of the video gaming terminal on which the progressive jackpot was won; and

4) Game outcome (for example, reel symbols, card values or suits).

y) Offer or provide nothing of value to any other person that does not hold a sales agent and broker license or who is not a person of significant influence and control who has been disclosed pursuant to Section 220(e)(2) of this Part as a result of any compensation earned in connection with the solicitation of agreements that purport to control the placement and operation of video gaming terminals on behalf of a terminal operator.

(Source: Amended at 47 Ill. Reg. 2682, effective February 10, 2023)