

**ORDER 2020-143
IN RE SETTLEMENT AGREEMENT**

**BETFAIR INTERACTIVE US, LLC d/b/a FANDUEL SPORTSBOOK
20-FD-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

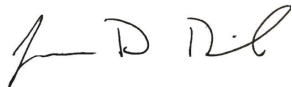
IT IS SO ORDERED THIS THE 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
BETFAIR INTERACTIVE US, LLC) **SETTLEMENT**
d/b/a FANDUEL SPORTSBOOK) **20-FD-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Betfair Interactive US, LLC d/b/a FanDuel Sportsbook (“FanDuel”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. Chapter 7, Section 16 of the Emergency Rules for Sports Wagering provide:
 - (a) Patrons must be able to access information pertaining to any available promotions or bonuses. This information must be clear and unambiguous, especially where promotions or bonuses are limited to certain events or markets, or when other specific conditions apply.
 - (b) A record of all promotional or bonus wagering offers shall be maintained in an electronic file that is readily available to the division. All bonus and promotional wagering offers shall be stated in clear and unambiguous terms and shall be readily accessible by the patron after the offer is accepted and prior to completion. Offer terms and the record of all offers shall include at a minimum:
 - (1) the date and time presented;
 - (2) the date and time the offer is active and expires;
 - (3) patron eligibility, including any limitations on patron participation;
 - (4) any restriction on withdrawals of funds;
 - (5) wagering requirements and limitations;
 - (6) the order in which funds are used for wagers;
 - (7) eligible events or wagers; and
 - (8) rules regarding cancellation.
 - (c) All promotions and bonuses must:
 - (1) include terms and conditions that are full, accurate, clear, concise, and transparent, and not contain misleading information;
 - (2) ensure advertising materials include material terms and conditions for that promotion or bonus and have those material terms in close proximity to the headline claim of the promotion or bonus and in reasonably prominent size;

- (3) disclose applicable terms if the patron has to risk or lose his or her own money as part of the promotion or bonus or has conditions attached to his or her own money as a result of the promotion or bonus;
 - (4) not be described as risk free if the patron needs to incur any loss or risk the patron's own money to use or withdraw winnings from the risk free bet; and
 - (5) not restrict the patron from withdrawing the patron's own funds or withdrawing winnings from bets placed using the patron's own funds.
2. On March 11, 2020, FanDuel's Director of Legal and Regulatory Affairs notified the Commission's Sports Wagering Investigator that FanDuel had conducted an unapproved promotion on the sports wagering kiosks ("SWK") at Blue Chip Casino and Belterra Casino. FanDuel activated its "parlay insurance" promotion at the SWK's. This promotion had been approved for mobile sports wagering only and ran from February 12, 2020 to February 26, 2020.

COUNT II

3. 68 IAC 2-2-6.1(d) provides, in relevant part, that occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
4. 68 IAC 2-3-9.2(b)(1) provides the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
5. 68 IAC 2-3-9.2(c) provides the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
6. On March 24, 2020, the Commission's Gaming Administrator was notified that a Customer Relations Rep was separated from FanDuel on February 7, 2020, failing to timely notify the Commission.
7. On April 20, 2020, the Commission's Gaming Administrator was notified that two (2) Customer Service Reps were separated from Fan Duel on November 21, 2019 and October 8, 2019, failing to timely notify the Commission.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of FanDuel by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC, the Emergency Rules for Sports Wagering, and/or FanDuel's approved internal control procedures. The Commission and FanDuel hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against FanDuel.

FanDuel shall pay to the Commission a total of \$4,000 (\$1,000 for Count I and \$3,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the

facts specifically described in the Findings of Fact contained in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, FanDuel agrees to: 1) promptly remit payment in the amount of \$4,000 and 2) waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and FanDuel.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Alex Smith, Director of Legal and
Regulatory Affairs
Betfair Interactive US, LLC

Date

November 16, 2020

Date

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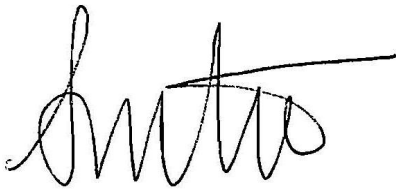
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Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/20/20

Date

Alex Smith, Director of Legal and
Regulatory Affairs
Betfair Interactive US, LLC

Date