

**ORDER 2022-227  
IN RE SETTLEMENT AGREEMENT  
BETMGM, LLC  
d/b/a ROAR DIGITAL  
22-ROAR-03**

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

**APPROVED**

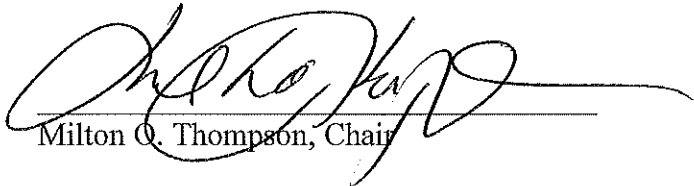
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF DECEMBER, 2022.**

**THE INDIANA GAMING COMMISSION:**

  
Milton Q. Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

|                             |   |                   |
|-----------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b> | ) |                   |
|                             | ) | <b>SETTLEMENT</b> |
| <b>BETMGM, LLC</b>          | ) | <b>22-ROAR-03</b> |
| <b>d/b/a ROAR DIGITAL</b>   | ) |                   |

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and BetMGM, LLC d/b/a Roar Digital ("Roar Digital"), (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**

1. 68 IAC 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).
2. 68 IAC 27-13-2(d) provides that sports wagering operators must restrict wagering by statewide Internet self-restriction participants and may not market to statewide Internet self-restricted participants.
3. 68 IAC 6-3-4(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
4. 68 IAC 6-3-4(b)(3) provides the internal controls must, at a minimum, address that the casino licensee must refuse wagers from and deny gaming privileges to any voluntarily excluded person.
5. Roar Digital's approved internal control procedures, Section 11, describes the procedures for prohibited participants.
6. A Gaming Agent performed the 3<sup>rd</sup> quarter prohibited participant audit for Roar Digital. The results of this audit found three (3) discrepancies. All three (3) discrepancies were an incorrect date of birth.
7. Two (2) of three (3) prohibited participants had an account on Roar Digital.
8. One (1) prohibited participant enrolled as a prohibited participant on May 12, 2022, however, there was an error with the prohibited participants date of birth. Once the

Commission became aware of the date of birth error, a notification was sent to the casinos notifying them of this error on July 27, 2022. Roar Digital should have restricted the prohibited participant with the correct date of birth by August 4, 2022. There were ninety (90) marketing pieces sent to the prohibited participant after enrollment since the prohibited participant was not properly restricted.

9. One (1) prohibited participant enrolled as a prohibited participant on April 18, 2022, however, there was an error with the prohibited participants date of birth. Once the Commission became aware of the date of birth error, a notification was sent to the casinos notifying them of this error on June 29, 2022. Roar Digital should have restricted the prohibited participant with the correct date of birth by July 7, 2022. There were 101 marketing pieces sent to the prohibited participant after enrollment since the prohibited participant was not properly restricted.

### TERMS AND CONDITIONS

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

Roar Digital shall pay to the Commission a total of \$28,250 and ensure all discrepancies referenced in the Agreement have been resolved 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, Roar Digital agrees to: 1) promptly remit payment in the amount of \$28,250; 2) ensure all discrepancies referenced in the Agreement have been resolved; and 3) 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 Roar Digital.

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

  
\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

  
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Sarah Brennan, Director of Compliance  
Bet MGM, LLC d/b/a Roar Digital

12/14/2022  
\_\_\_\_\_  
Date

12/12/22  
\_\_\_\_\_  
Date