

**ORDER 2022-36  
IN RE SETTLEMENT AGREEMENT**

**DIGITAL GAMING CORPORATION LIMITED  
d/b/a DIGITAL GAMING CORPORATION (BETWAY)  
22-BW-01**

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 8<sup>th</sup> DAY OF MARCH, 2022.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>DIGITAL GAMING CORPORATION</b>	)	<b>22-BW-01</b>
<b>LIMITED d/b/a DIGITAL GAMING</b>	)	
<b>CORPORATION (BETWAY)</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Digital Gaming Corporation Limited d/b/a Digital Gaming Corporation (“Betway”), (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 27-12-2(2) provides a full identity check must be undertaken before a patron is allowed to place a wager and patron verification must use commercially reasonable standards to confirm that the patron is not a prohibited sports wagering participant.
2. Betway’s approved internal control procedures provide that once a patron has been Know Your Customer (“KYC”) verified, Betway will run a check against the IRS database to further verify the patron. Betway then submits the Tax Identification Number (“TIN”) and the patron’s full 9-digit Social Security Number to the third-party electronic IRS verification to identify if all details match on the patron.
3. On December 29, 2021, Betway notified the Commission that a TIN verification check, which was to occur at account registration, was deactivated. The TIN verification check was deactivated by Pala Interactive (“Pala”) during an IT system health check. A total of 1,526 accounts were processed successfully despite the TIN verification being deactivated between October 25, 2021 and December 22, 2021. All new accounts registered were KYC verified with IDology, however, the patron’s TIN was not verified by Sovos, as required by the IC’s.
4. On December 22, 2021, Pala reactivated the TIN verification checks through the back office to ensure all new account registrations undergo the expected TIN verification.

**TERMS AND CONDITIONS**

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

Betway shall pay to the Commission a total of \$1,000 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, Betway agrees to promptly remit payment in the amount of \$1,000 and shall waive all rights to further administrative or judicial review.

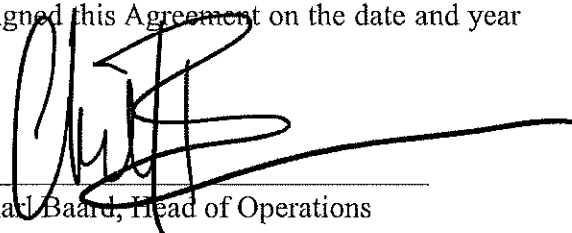
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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 Betway.

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

  
\_\_\_\_\_  
Chad Beard, Head of Operations  
Digital Gaming Corporation Limited d/b/a  
Digital Gaming Corporation (Betway)

Date

Date

02/24/2022

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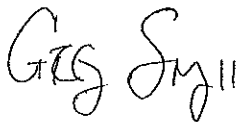
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Greg Small, Executive Director  
Indiana Gaming Commission

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Charl Beard, Head of Operations  
Digital Gaming Corporation Limited d/b/a  
Digital Gaming Corporation (Betway)

3/8/22

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date