

**ORDER 2022-98
IN RE SETTLEMENT AGREEMENT**

**SCORE DIGITAL SPORTS VENTURES, INC.
d/b/a THESCORE BET
22-SD-02**

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

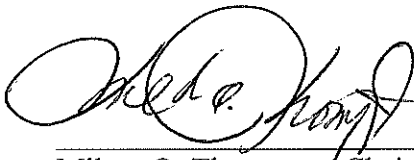
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 30th DAY OF JUNE, 2022.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
SCORE DIGITAL SPORTS VENTURES, INC.)	22-SD-01²
d/b/a THESCORE BET)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Score Digital Sports Ventures, Inc. d/b/a theScore Bet (“theScore”), (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. 68 IAC 27-7-8 provides upon completion of a wagering transaction, the patron shall receive a virtual or printed wager record, which shall contain at a minimum the following information:
 - (1) The date and time the wager was placed.
 - (2) The date and time the event is expected to occur.
 - (3) Any patron choices involved in the wager as follows:
 - (A) Wager selection.
 - (B) Type of wager and line postings.
 - (C) Any special condition or conditions applying to the wager.
 - (D) Payout.
 - (4) Total amount wagered, including any promotional/bonus credits, if applicable.
 - (5) Event and market identifiers.
 - (6) Unique identification number of the wager record.
 - (7) For printed wager records, the following must be included:
 - (A) Sports wagering lounge name.
 - (B) Unique sports wagering device identification that issued the wager record.
 - (C) Expiration period, if applicable.
2. theScore’s approved internal control procedures provide the virtual ticket content requirements.
3. On October 20, 2021, theScore notified the Commission that on September 12, 2021, patrons were prevented from viewing their “my bets” page. The incident report provided by theScore stated that the root cause of the outage was the result of an upstream service that was experiencing load issues on Amazon Web Services. Patrons were able to use the app during this time to deposit, wager and withdraw. Patrons were also able to see their wagers on the transaction history page, however, they were unable to see certain detailed

event details on the “my bets” tab during the outage. Thirty-Seven (37) patrons contacted theScore about the issue. During this time, the following content was missing: (1) the date and time the event is expected to occur, (2) patron choices such as wager selection, type of wager and line postings, any special condition or conditions applying to the wager and payout and (3) event and market identifiers.

COUNT II

5. 68 IAC 27-12-11(a) provides a patron must be allowed to withdraw the funds maintained in the patron's account, whether such account is open or closed.
(b) A sports wagering operator must honor such patron request to withdraw funds within five (5) business days of the request, unless the conditions set forth in subsection (c) are met.
6. On February 22, 2022, theScore notified the Commission that on February 17, 2022, the customer service team had received inquiries from patrons regarding withdrawal failures. A report provided to the Commission detailed that a release impacted the wallet functionality for patrons performing transactions. To resolve the issue, the release was rolled back to the previous version and patron balances were restored. Customer service manually unsuspended these patron accounts and notified all patrons of the same. It was estimated that fourteen (14) patrons were affected.

TERMS AND CONDITIONS

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

theScore shall pay to the Commission a total of \$2,000 (\$1,000 for Count I and \$1,000 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, theScore agrees to promptly remit payment in the amount of \$2,000 and 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 theScore.

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



Josh Sidsworth, General Counsel and
Chief Compliance Officer
Score Digital Sports Ventures, Inc. d/b/a
theScore Bet

6/21/2022

Date

June 11, 2022

Date