

**ORDER 2020-121
IN RE SETTLEMENT AGREEMENT**

**KAMBI GROUP PLC d/b/a SPORTS INFORMATION SERVICES LIMITED
20-KAMBI-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

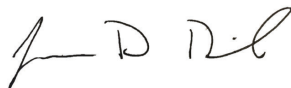
IT IS SO ORDERED THIS THE 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
KAMBI GROUP PLC)	20-KAMBI-02
d/b/a SPORTS INFORMATION)	
SERVICES LIMITED)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Kambi Group PLC d/b/a Sports Information Services Limited (“Kambi”), (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 4, Section 2(1)(9) provides a sports wagering operator shall provide a written notice to the executive director or the executive director’s designee as soon as the sports wagering operator licensee becomes aware of a violation or apparent violation of a rule of the commission of any action, event, or nonevent, with respect to which the executive director has instructed the sports wagering operator to provide notice so that the executive director can ensure that the sports wagering operator continues to maintain suitability for licensure.
2. On August 29, 2019, the Commission issued a Change Management Policy Directive to all sports wagering operators and platform providers. All changes to the sports wagering system must comply with this policy. As part of the policy, changes are classified in three (3) levels. A level one (1) change is a change that has no impact on regulated (critical) components of the event wagering system. If a Level 1 change is made to the sports wagering system, an email notification must be sent to the Commission’s Sports Wagering Division.
3. On March 3, 2020, Gaming Agents from Hollywood Casino reached out to the Commission’s Sports Wagering Investigator regarding an issue with Kambi’s platform.
4. On March 10, 2020, the Commission’s Sports Wagering Investigator reached out to Kambi’s Head of IT Operations who advised that a Level 1 update was pushed out to Kambi’s platform. The Level 1 update did not go as planned which resulted in a rollback procedure.

5. On March 19, 2020, the Commission's Sports Wagering Investigator received an incident report from Kambi's Head of IT Operations which advised that a release and subsequent rollback to the player front-end component caused an interruption to the sports wagering system. The report provided that the player front end component is a non-critical component but since it can have an impact on availability of the platform it falls within the scope of Commission's directive and the Commission should have been notified. Kambi failed to notify the Commission of this update.

COUNT II

6. IC 4-38-5-4(a) provides a certificate holder or vendor may accept wagers on professional and collegiate sporting events approved for sports wagering by the commission, and other events as approved by the commission. A certificate holder or vendor may use data selected in a manner approved by the commission to determine whether a wager is a winning wager.
7. Chapter 7, Section 1(a) of the Emergency Rules for Sports Wagering provides that before accepting wagers on any event category from patrons, a sports wagering operator must receive event category approval from the executive director or the executive director's designee. The sports wagering operator shall provide notice to the executive director or the executive director's designee and such notice shall include the name of the sports governing body and a description of its policies and procedures regarding event integrity. The commission reserves the right to prohibit the acceptance of any wagers, and may order the cancellation of wagers and require refunds on any event for which wagering would be contrary to the public policies of the state.
8. On January 29, 2020, the Commission's Director of Sports Wagering reached out to the Sportsbook Operations Manager at DraftKings regarding a Super Bowl National Anthem vs. Shortest Drive wager being offered. The Commission had not approved any markets related to the national anthem's performance even if it was tied to an otherwise allowable wager in Indiana. The Sportsbook Operations Manager responded that the offering would be removed and Kambi was re-checking all Super Bowl markets for approved status.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Kambi 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 Kambi's approved internal control procedures. The Commission and Kambi hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Kambi.

Kambi shall pay to the Commission a total of \$5,500 (\$5,000 for Count I and \$500 for Count II) and ensure that all wagers placed on all unapproved events, which are capable of being voided, are voided and the voided wager is returned to the player 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, Kambi agrees to: 1) promptly remit payment in the amount of \$5,500; 2) ensure that all wagers placed on all unapproved events, which are capable of being voided, are voided and the voided wager is returned to the player; 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 Kambi.

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

David Kenyon

Sara Gonso Tait, Executive Director
Indiana Gaming Commission

David Kenyon, Chief Financial Officer
Kambi Group PLC

18/11/2020

Date

Date

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.

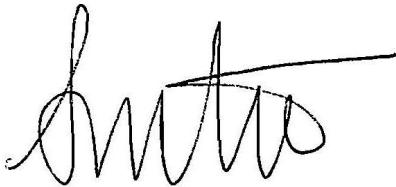
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Sara Gonso Tait, Executive Director
Indiana Gaming Commission

David Kenyon, Chief Financial Officer
Kambi Group PLC

11/20/20

Date

Date