

**ORDER 2022-13
IN RE SETTLEMENT AGREEMENT**

**GAN (UK) LIMITED
22-GAN-01**

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

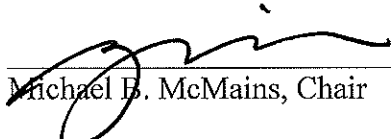
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 8th DAY OF MARCH 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
GAN (UK) LIMITED)	22-GAN-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and GAN (UK) Limited (“GAN”), (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 27-2-11(b)(1) provides the sports wagering operators, sports wagering service providers, and registrant applicants are responsible for ensuring that all aspects of the sports wagering operation are conducted in accordance with IC 4-33, IC 4-35, IC 4-38, 68 IAC, directives of the commission, applicable internal controls of the sports wagering operator, and all other state, federal, and local laws.
2. 68 IAC 27-11-1(b) provides the executive director shall approve technical specifications for geolocation systems and any specific requirements related to geofence technology.
3. On July 30, 2019, the Commission issued a Directive on Technical Standards for Sports Wagering System–Geolocation Requirements. Part III, 1(d), provides that a geolocation check must be conducted immediately upon the detection of a change of the patron’s internet protocol (“IP”) address.
4. On November 15, 2021, Churchill Downs Interactive Gaming (“CDIG”) Technical Compliance sent an incident report from GAN to the Commission. The incident report provided that as a part of the certification process for CDIG’s New Jersey platform, GeoComply performed tests on the GAN/GeoComply integration. The report indicated that GeoComply reported to GAN that the iOS/Android solution did not make a geolocation call after the connection type was changed from static to mobile, or when the connection type was changed from mobile back to static. The report also provided that GeoComply reported that there was only one (1) geolocation call being made upon successful login with either a static or mobile connection. When the IP connection type (mobile/static) was changed and the app was left open for two (2) minutes, a wager was successfully placed, and did not trigger a geolocation check in the GeoComply back office. GAN and CDIG were not aware of the issue until it was raised by GeoComply.
5. Upon receiving the GeoComply feedback, GAN’s technical teams proactively checked to see if the issues existed on the CDIG MI iOS app. The team managed to reproduce the issue, and confirmed that the call was not made after the connection type was changed.

GAN identified that when making a call to the GeoComply API to determine if a GeoComply check was necessary, the GeoComply API returned a false identification, and the GeoComply check was not performed. GAN continued to investigate and was able to determine when this specific issue was first introduced to the platform. Geolocation re-checks were unaffected by this issue and were being performed at the correct re-check frequency. GAN developed a fix to be implemented in the shared framework in order to resolve the issue.

TERMS AND CONDITIONS

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

GAN shall pay to the Commission a total of \$2,500 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, GAN agrees to promptly remit payment in the amount of \$2,500 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. By entering this Agreement, GAN is not admitting any wrongdoing in connection with the allegations that are set forth herein.

This Agreement shall be binding upon the Commission and GAN.

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

Tina Robinson

Greg Small, Executive Director
Indiana Gaming Commission

Tina Robinson
GAN (UK) Limited

03/02/2022

Date

Date