

**ORDER 2022-168
IN RE SETTLEMENT AGREEMENT**

**WSI US, LLC d/b/a WYNNBET
22-WSI-03**

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 27th DAY OF SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

7. 68 IAC 27-7-1 provides 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 negatively impact the integrity of sports wagering in the state.
8. On February 14, 2022, the Commission became aware that Don Best Sports, a feed provider to sports wagering vendors in Indiana incorrectly fed through the Collegiate Bowl and East-West Shrine Bowl as NCAA events. As a result, both games appeared on the Wynn platform. One (1) wager was placed on the Collegiate Bowl with a total stake of \$25.00 and twenty-six (26) wagers were placed on the East-West Shrine Bowl with a total stake of \$8,367. It is unknown if these wagers have been voided.
9. These events were not approved for wagering in Indiana. These were post college football season games that were not overseen by the NCAA or another approved league. The NFL Players Association sponsored and oversaw the Collegiate Bowl. The East-West Shrine Bowl benefits the Shriners organization and has NFL involvement, but the event and the participants were not subject to the NFL integrity policies which was required for NFL events.

TERMS AND CONDITIONS

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

Wynn shall pay to the Commission a total of \$3,500 (\$1,500 for Count I and \$2,000 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, Wynn agrees to promptly remit payment in the amount of \$3,500 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.

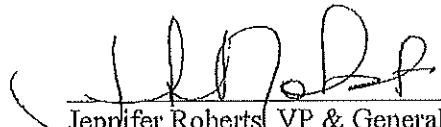
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 Wynn.

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



Jennifer Roberts, VP & General Counsel
WSI US, LLC d/b/a WynnBET

9/15/2022
Date

SEPTEMBER 13, 2022
Date