

**ORDER 2022-88
IN RE SETTLEMENT AGREEMENT
BALLY'S INTERACTIVE, LLC d/b/a BALLY BET
22-BB-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 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
BALLY’S INTERACTIVE, LLC d/b/a)	22-BB-01
BALLY BET)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Bally’s Interactive, LLC d/b/a Bally Bet (“Bally Bet”), (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 27-7-16 describe the requirements for sports wagering promotions.
2. 68 IAC 27-7-17 describe the requirements for responsible advertising.
3. 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.
4. On October 27, 2021, the Commission’s Director of Compliance notified the Sports Wagering Division that an advertisement for Bally Bet ran on television offering a free bet of \$100 for signing up and a \$550 risk-free bet. The fine print on the advertisement stated this promotion was available in Indiana. The Director of Compliance questioned if Bally Bet had launched in Indiana and if they had promotions approved.
5. The Commission’s Assistant Director of Compliance for Sports Wagering confirmed that Bally Bet did not have an approval to run this promotion and that Bally Bet had not submitted any promotions for review and approval until October 28, 2021.
6. On May 20, 2022, Bally Bet’s Director of Compliance confirmed that the advertisement ran on Bally Sports streaming service prior to Commission approval. The advertisement was run on Bally Sports from October 20, 2021, through October 28, 2021.

TERMS AND CONDITIONS

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

Bally Bet shall pay to the Commission a total of \$1,500 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, Bally Bet agrees to promptly remit payment in the amount of \$1,500 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.

This Agreement shall be binding upon the Commission and Bally Bet.

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

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

6/27/2022
Date

Joshua Couzens
Josh Couzens, Compliance Manager, North
America
Bally's Interactive, LLC d/b/a Bally Bet

June 18, 2022
Date